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Vol. 54 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER commenced on October 30th, 1909. Annual Subscription, which must be paid in advance: £1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d.

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LONDON, JANUARY 29, 1910.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

Solicitor Members of the Rule Committee.

MR. WILLIAM HOWARD WINTERBOTHAM, the present President of the Law Society, and Mr. CHARLES HENRY MORTON, of Liverpool, are the solicitors who have been appointed by the Lord Chancellor members of the Rule Committee under the Rule Committee Act, 1909.

Special Juries and the Commercial Court.

AN APPLICATION with reference to the trial of a case by special jury in the Commercial Court was recently made before HAMILTON, J. It was stated that an important question was involved in the case relating to the custom of the Port of London, and that upon application for a special jury it was found that the jury actually summoned was drawn from St. Pancras and Islington, and consisted of a butcher, a horse-dealer, three artists, and various small tradesmen. In these circumstances the parties, naturally enough, decided to dispense with the jury. It must not be supposed that, even if the jury had been summoned from the neighbourhood of the Guildhall, a satisfactory class of mercantile persons would have been obtained. Sir JOHN KARSLAKE, who practised some forty years ago and had a large experience of City causes, was heard to say that a small tobaccoist had, to his knowledge, repeatedly walked into the special jury box and taken part in the trial of cases relating to marine insurance and charter-parties. The composition of a special jury is always more or less of a lottery. They are not, like mercantile arbitrators, or the Elder Brethren of the Trinity House, selected because of their special knowledge of the matter which is to be heard and determined by them. The persons qualified as special jurors have often, indeed, a limited experience of business of any description, having been accustomed to delegate their duties to clerks, accountants, and bookkeepers. The Commercial Court has of late shewn some signs of languor, but its vigour will hardly be restored by the assistance of special juries.

The Crop of Private Bills in the Coming Session.

WE ARE informed that the list of petitions for Private Bills in the Session of 1910 is by no means a long one. The promoters are in nearly all the cases either local authorities, or railway, gas or water companies. The London County Council has two Bills—one a General Powers Bill, and the other a Tramways and Improvements Bill. The Bills promoted by railway companies do not appear to be of special importance. Parliamentary counsel and agents have, on several occasions in previous years, been alarmed at the prospect of a permanent diminution in the work of the Committees, and the fears of counsel have more than once induced them, in the interval between two sessions, to offer themselves for practice in the Law Courts. But the clouds have disappeared, and a reasonable number of practitioners have always been enabled to secure a handsome income by labours which occupy only part of the year. It cannot, however, be denied that there is a growing impatience of the highly technical and complicated rules embodied in the Standing Orders and practice of the two Houses, and also of the heavy expenses which are incidental to the existing system. Mr. CHARLES DICKENS was not guilty of much exaggeration when he stated in "Martin Chuzzlewit" that a private Bill "of all kinds and classes of Bills is, without exception, the most unreasonable in its charges." Efforts have from time to time been made to cheapen the existing procedure, but a satisfactory substitute for Parliamentary committees has not yet been discovered. There is not a Bill passed which does not necessarily interfere with existing rights, and very frequently with existing law, and no one would be, or ought to be, content that this should be done by anybody but the Legislature, nor could it justly or constitutionally be otherwise done. The plan of a fixed tribunal, which has been discussed in several inquiries, is open to the objection that it would be disposed to adhere too strictly to precedents without regard to the variations of public opinion. Having once given its decision, it would so decide again, no matter what the change of circumstances. It must also be remembered that in matters of magnitude, constituting great questions of public policy, it is very unlikely that the public would rest satisfied without a decision of the Legislature.

Private Companies.

PROBABLY THE most important development of company law in recent years is the recognition of private companies, and an interesting summary of this recognition is given in the current *Law Quarterly Review* by Mr. EDWARD MANSON in an article on "The Evolution of the Private Company." The private company is, of course, not necessarily the same as a one-man company, though the origin of the two was doubtless similar. Companies were originally designed in order to secure contributions of capital from numerous persons; but the Companies Act of 1862, while requiring seven signatories to the memorandum of association, did not require that they should have a substantial interest in the company, and upon this fact was based the practice as to one-man companies—a practice sanctioned by the House of Lords in *Salomon v. Salomon & Co.* (1896, A.C. 22), though it had been disowned by the Court of Appeal. This, of course, facilitated the conversion of private businesses into limited companies, for these usually remained under the control of two or three individuals, although there were frequently a substantial number of persons actually interested. But the object of the conversion was not now the obtaining of capital, but the advantages incident to the management and constitution of the company. It was not subject to the same changes as a partnership, and the interests in the business were freely divisible and transmissible in the form of shares. On the other hand, the facility for issuing debentures, which were often in the hands of the owner of the business, led, in effect, to frauds on creditors. The latter objection has been met, to some extent, by the requirement of registration of debentures, and the Legislature has expressly sanctioned the private company, and has granted it exemption from many of the requirements exacted from public companies; in particular it is not bound to file an annual balance sheet. This, of course, is because it does not get its capital from the public, but exists for the other purposes just stated. The

members are limited to fifty, and Mr. MANSON thinks that this may sometimes be a practical difficulty. He suggests that it can be got over by some members holding shares in trust for others. No doubt this is so; on the other hand, in cases of *bona fide* private companies the limit is quite large enough, and probably the members rarely approximate to fifty. And if the facilities for forming private companies are abused, no doubt the Legislature would find a remedy.

Costs of Tenant-for-Life's Incumbrancers.

THE COSTS of a tenant for life as vendor of the settled land under the Settled Land Acts are in general payable out of the capital moneys, and this is expressly provided by the Act of 1882; but the costs of incumbrancers on his life estate, which may have to be incurred in order to carry out the sale, naturally stand on a different footing, and in respect of these WARRINGTON, J., has in *Re Sir Robert Peel's Settled Estates* (ante, p. 214) followed *Cardigan v. Curzon-Howe* (37 W. R. 521, 41 Ch. D. 375), and has held that the tenant for life cannot require them to be paid out of capital moneys without shewing special reason. Under section 21 of the Settled Land Act, 1882, the ways in which capital money arising under the Act is applicable include the "payment of costs, charges and expenses of or incidental to the exercise of any of the powers, or the execution of any of the provisions of" the Act; and under section 22 (2) the application of capital money is to be made by the trustees "according to the direction of the tenant for life." Hence it is for the tenant for life, in the first instance, to direct the payment of the costs incidental to an exercise of his power of sale. In *Cardigan v. Curzon-Howe* (supra) CHITTY, J. (37 Ch. D. 247, 40 Ch. D. 338), held that the costs of a mortgagee of the interest of the tenant for life were not costs of or incidental to the exercise of the power of sale, but costs of the concurrence of the mortgagee, as owner, to the extent of his mortgage, of the life estate. The Court of Appeal rejected this refinement, but supported the decision of CHITTY, J., on the ground that the tenant for life should not be allowed to throw on the capital moneys costs due to his own act in incumbering his interest. A tenant for life, said COTTON, L.J., exercising the powers of the Act ought not to be allowed the costs of obtaining the concurrence of his mortgagees when he has made the mortgages simply for his own purposes and his own benefit. If the mortgages were not so made, then it might be right to allow the tenant for life the costs. As a general rule, however, the tenant for life cannot have these costs paid out of capital moneys, and in the present case of *Sir Robert Peel's Settled Estates* WARRINGTON, J., applied this rule and refused the costs. He also held that the trustees, upon receiving a direction from the tenant for life to pay his costs as vendor, were entitled to scrutinize the bill; though if from their own experience, or from expert advice, they came to the conclusion that it was reasonable, they were not bound to insist on taxation.

Default in the Payment of Rates.

IT WAS recently stated that there is a large increase in the number of defaulters among the ratepayers of the borough of Islington, and also in the number of distress warrants which it has been necessary to issue against them. Many persons, it is said, take advantage of the delays of the legal procedure, but it is necessary also to take into account the refusal of the borough council in some cases to allow landlords to compound for the payment of rates, so that there is possibly some deterioration in the character of the ratepayers. The committal warrants in the period between 1906 and 1908 rose from 484 to 813, or 68 per cent., and the number of defaulters who were committed to prison in lieu of payment rose in the proportion of 61 per cent. The justices for Islington agree with the borough council as to the inutility of short sentences in the case of habitual defaulters, and they recommend that special efforts should be made to prevent such defaulters from remaining in the occupation of houses for which they pay no rates. The committee of the borough council have also considered a scheme for reimbursing brokers from any loss or expense which they may incur in

removing and selling the effects of defaulters. There has always been an impatience of the payment of rates; the rate collector is often asked to "call again," but we are surprised to hear that some of the ratepayers in the north-east of London will go to prison rather than submit to the local taxation. This taxation has certainly increased by leaps and bounds, and when it is remembered that many persons of learning and experience object to the powers of imprisonment under debtors' summonses in the county courts, it may be asked, what is the special reason why justices should be authorized to commit a ratepayer to prison in default of a sufficient distress? Distress for non-payment of rent has long ceased to be popular, being regarded as a powerful remedy for the exclusive benefit of a single class of creditors, and distress and imprisonment for non-payment of rates will become equally unpopular when it is known that it is often unsuccessful, and that payment of the rate can only be enforced by the eviction of the tenant. It is curious to observe that in the early history of the law of landlord and tenant it was found that the remedy by distress was not always sufficient to compel the tenant to discharge his duty in the payment of rent, and that a further remedy by forfeiture was introduced into the conditions of the tenancy. The difficulties experienced by the Borough of Islington will not encourage those who desire to abolish the practice of compounding for the rates, believing that those who are directly responsible will exercise more supervision over the taxation of their district.

The Recruitment of the French Army.

MUCH INTEREST has been roused in France by the news that the Minister of War is about to introduce a scheme for the amendment of the law relating to the recruitment of the army. The English army was at one period of our history recruited with a reckless disregard of the character and reputation of the recruits, but things are now wholly changed, and every effort is made to obtain the services of men of good character. The conditions under which the French army is formed are different from those which prevail in this country. Every Frenchman is under an obligation to render military service to his country. The French Government has the same preference as our own for men of good reputation, but it would be highly inexpedient to allow any young Frenchman to escape military service by allowing himself to be convicted of some criminal offence. By a law passed on the 15th of July, 1889, those who have been convicted of certain prescribed offences are excluded, generally speaking, from the army, but are placed during their term of service at the disposition of the Minister of Marine and the Minister of the Colonies, who have power to regulate the conditions of their service. Those who have been twice convicted of any offence, without regard to the term of imprisonment to which they have been sentenced, are to be drafted into the battalions serving in Africa. The Minister of War is, however, authorized to remove into a different corps anyone who has served for a year in Africa and received a favourable report from his commanding officer. This law has since been in a great measure superseded, and a large number of those who had undergone imprisonment for serious offences have been allowed to join regiments stationed in Paris, where they were within reach of their old associates. The result of this change was, that many of these offenders joined the ranks of the hooligans in Paris, and by their example and teaching were powerful agents in the corruption of their fellow soldiers. The new law requires that in future anyone who has served a term of three months' imprisonment shall be sent to join the African battalions, and that the same course shall be adopted in every case whatever where the offender has been twice convicted, even where his sentence has not exceeded a fortnight's imprisonment. It is hoped by these means to banish all "Apaches" from the French army in Europe, and generally to raise the character of the recruits.

Loose Leaf Law Reports.

THE MODE of using law reports will be completely revolutionized if the system suggested by Mr. P. T. CARDEN in the current number of the *Law Quarterly Review* should be adopted.

Briefly, it consists of the abolition of binding for law reports, the printing of each case on separate sheets, and the filing and indexing of the cases so that the report of any particular case can be picked up without difficulty. Thus there would be no change in the actual reports, or in the pages, except so far as necessary to secure that each case began and ended separately from its neighbours. But the cases, instead of being in bound volumes, would be arranged in drawers of suitable size, and the suggestion is that the arrangement should be in alphabetical order according to the name of the case. Mr. CARDEN anticipates the question, "What will be gained by unbinding the leaves of the reports and rearranging the order of the cases?" His answer is "Space, time, money and temper." Space is to be gained because the lawyer will refuse to keep a large number of the cases which now fill the bound reports; and at any rate, he will carry into court only the actual cases he intends to cite. The first point is perhaps deceptive. A collection of leading cases is useful enough for the student. To the practising lawyer it is of doubtful utility, and—even if the publishing difficulties could be got over—it would be a difficult task to make a full collection of useful cases, and to reject others. But for carrying cases into court the system is undoubtedly attractive. A few loose reports would take the place of the many volumes which are required for arguing a difficult case. The system, however, does not stop at the mere unbinding of the reports and the re-arrangement of the cases in alphabetical order. In order to use them some machinery for ready reference is necessary, and Mr. CARDEN proposes to furnish this by means of index cards. The card, of which he gives a specimen, would contain the case-name—printed on an extension of the card—a short statement of the case, and references to cognate authorities, and would be placed with the case in the drawer so that the name would be visible. But this still leaves it necessary that the lawyer should know the name of the case he wants, and the system requires to be completed by apparatus of the nature of ordinary digests. The details of the scheme must be sought in Mr. CARDEN's paper. We are not averse to improvements or to the change which improvements necessitate. If loose leaf law libraries are convenient doubtless they will come, and instead of pleasing rows of bookshelves we shall look on piles of drawers, suggestive of drugs or deceased butterflies, but really filled with careful selections of judicial wisdom. We have a vision, though, of the lawyer at the end of a busy day of reference, gazing in despair at the debris that the day's work has left in the shape of loose leaves, and we doubt whether they would ever get back to their proper places.

Commercial Law of the Empire.

THE KNITTING together of the different groups of the overseas dominions in larger units, such as the Dominion of Canada, the Commonwealth of Australia, and the Union of South Africa, makes it easier to look forward to the time when one project of all Imperialists will be realized—the assimilation or unification of the whole of the commercial law of the British dominions. A preparatory step to this is the local unification of law within each group. This local unification, or "federalization," of commercial law is proceeding satisfactorily in Australia, and during the past year several Acts have been passed by the Commonwealth Legislature placing parts of commercial law on a really Australian footing, in lieu of being governed by local or State law. One of these Acts is the Marine Insurance Act, 1909 (No. 11 of 1909). The English Act, the Marine Insurance Act, 1906, is one of the few instances in our statute book of a codifying Act—enacting in a statutory form the rules of law to be found previously only, or for the most part, in judicial decisions. The Act of 1906 had already been made the basis of local legislation in more than one quarter of the overseas dominions, for instance, in Western Australia and in New Zealand. The same course has now been followed by the Commonwealth of Australia. The Marine Insurance Act, 1909, is practically a transcript of the English Act of 1906, and applies "to marine insurance other than State marine insurance, and to State marine insurance extending beyond the limits of the State concerned." (The meaning of this is not quite clear,

but it appears to refer to contracts of insurance to which the Government of a State is a party.) One or two of the sections differ verbally from the corresponding sections in the English Act (for instance, sections 4 and 95), but apart from this, the only differences are those necessitated by references to local Acts of the different States. The State Acts scheduled are few in number, Western Australia being the only State where a complete statutory code already existed. Subject to these few Acts, the law of marine insurance in each State was the English case law on the subject. The Marine Insurance (Gambling Policies) Act, 1909 (9 Ed. 7, c. 12), was only assented to last October, and this statute, which makes the effecting of a gambling policy a punishable offence, has not been incorporated in the Australian Act. With this exception, the law of marine insurance may now be said to be the same in the United Kingdom and Australia. So closely has the English codifying Act been followed by the Commonwealth enactment that even the quaint but harmless phraseology of a Lloyd's policy has been adopted word for word—the insured vessel is “the good ship or vessel . . . whereof is master under GOD,” &c. The New Zealand Marine Insurance Act, 1907 (1907, No. 24) follows the English Act as closely as does the new Australian Act, with one exception. The form of policy (a Lloyd's policy), made optional and printed in both the English and the Australian Act, is omitted in the New Zealand Act, and no statutory form of policy is given in the latter Act at all. This being the only difference of any importance between these three statutes, each in force in a different part of the Empire, the question naturally arises, why should not the three Legislatures mutually agree to a single statute being enacted, so as to be in force in all those territories, and thus save all necessity for comparing the existing three statutes together whenever this would ordinarily have to be done in a case of “conflict of laws”? And why not extend the same principle to other branches of commercial law?

Condition that Dwelling-house is Fit for Habitation.

THE LAW has been distinctly laid down by eminent judges that upon the letting of an unfurnished house there is no implied condition that it is reasonably fit for habitation. The Housing of the Working Classes Act, 1890, s. 75, and the Housing, Town Planning, &c., Act, 1909, have made an exception from this rule in the case of houses let for habitation to the working classes, and we have from time to time observed a tendency to encroach upon the rule, especially by judges of the inferior courts. In a recent case in the Clerkenwell County Court, which was an action for the rent of a house in the north of London, the defence of the tenant was that he gave up possession of the house because it was impossible to stay in it any longer, inasmuch as it was infested with ants. They spoiled food brought into the house, and made their way to the bedrooms. He had done everything he could think of to get rid of them, but had been wholly unsuccessful. The defendant's statement was supported by the evidence of his wife and of other witnesses. The judge is reported to have held that the defendant was justified in leaving, and that he was entitled to have the lease rescinded. There may be good ground for a statutory amendment of the law extending the provisions of section 75 of the Working Classes Act to all houses let for habitation, whatever may be the character of the tenants, but as the law stands we have much difficulty in seeing how the decision of the judge can be supported.

An American Judge.

THE REPORT in the American newspapers of the recent death of Mr. Justice TRUAX, formerly of the Supreme Court of New York, is an illustration of the strong differences between the bench and bar on different sides of the Atlantic. Mr. Justice TRUAX is stated by one of his former colleagues to have been an ornament of the judiciary of his State and to have been a member of this judiciary for twenty-eight years. In England there would have been no reason why he should not have remained on the bench much longer, for he was little more than

sixty years of age, but it appears that his term of office expired on the 1st of last January, and although he had been nominated for re-election by Tammany, the Gaynor nominees, and the Voters' Federation, he failed to secure the support of the Civic Alliance, and was defeated. The members of the Supreme Court passed a resolution expressing their regret at his death, and ordered it to be “spread” on the minutes of the court. We may conclude by observing that the late judge married in 1896 Mrs. CAROLINE SAUNDERS CARRINGTON, who was a member of the bar of the State of New York.

The City of London Solicitors' Company.

THE SECOND annual dinner of this company passed off successfully, and as will be seen from the report we give elsewhere, the speeches were interesting in several respects. The President of the Probate, &c., Division vigorously defended the judges against the imputation of indolence obliquely aimed at them in some of the evidence given before the recent joint committee. The President of the Law Society strongly inculcated the necessity that solicitors should “live up to the times . . . ; they had to advance with the times. He had some knowledge of the great industries of the country . . . and he had noticed that those who had done what the public required, who had made the article the public needed, and who had worked for the price the public wanted, had succeeded, and that those who had gone on in the old lines, saying the public might take what they had to give, had not succeeded. He thought there was much in their own professional work which was produced on these same lines. They had to justify their existence by supplying what was required. They must look to these things, and see that they did not get behind the age.” To what particular mode of “living up to the times” or “supplying what was required” these observations were intended to refer, does not appear, and it would be interesting to know. The President is not the sort of man to indulge in vague generalities. To some people it appears that one reason why the old lines are persisted in is the impossibility of getting Parliament to pass measures of reform which solicitors themselves have suggested or are ready to suggest.

Assignment of Part of a Debt.

THE decision of BRAY, J., in *Bowles v. Baker* (Times, 25th inst.) that part of a debt is not assignable under section 25 (6) of the Judicature Act, 1873, follows very closely on the contrary decision of DARLING, J., in *Skipper v. Holloway* (79 L. J. K. B. 91); and, having regard to this difference of opinion, it is interesting to note the dictum in the judgment of CHITTY, L.J., in *Durham Brothers v. Robertson* (1898, 1 Q. B., p. 774), where the question was left undecided. “It appears to me,” said the Lord Justice, “as at present advised, to be questionable whether an assignment of part of a debt is within the enactment. If it be, it would seem to leave it in the power of the original creditor to split up the single legal cause of action for the debt into as many separate legal causes of action as he might think fit. However, it is not necessary to decide the point in the present case, and I leave it open for future consideration.” It is upon the ground of this splitting of the cause of action that BRAY, J., has decided against the legal validity of the assignment.

The object of section 25 (6) was to convert into a legal assignment an assignment of a *chose in action* which was previously effectual only in equity. In equity the recognition of the assignment depended on the jurisdiction in relation to trusts. After the assignment the assignor became a trustee of the *chose in action* for the assignee, and was bound to allow the assignee to sue in his name. The assignment, it has been said, “is considered in equity as amounting to a declaration of trust and to an agreement to permit the assignee ‘to make use of the name of the assignor, in order to recover the debt’: Story's Equity Jurisprudence, s. 1040. And in equity it was no objection that only part of the debt was assigned. Thus in *Lett v. Morris* (4 Sim. 607) the defendant, MORRIS, was under contract to pay GREENAWAY, a builder, a sum of £2,360 by instalments. GREENAWAY gave to LETT, a timber merchant, an order addressed to MORRIS authorizing him to pay £700 to LETT, whose receipt was to be a

discharge. It was held that this constituted a good equitable assignment. GREENAWAY was also a defendant, so that all the parties interested were before the court, and this was probably a condition of equitable relief in such a case. It was one of the foundations of equitable jurisdiction that equity could bring before the court all the parties interested, so that the rights could be finally determined. At the same time this consideration must not be pressed too far, for it does not appear that in *Lett v. Morris* anything more than the validity of the assignment of the £700 was determined, and apparently the defendant MORRIS was left liable to further proceedings for recovery of the balance.

But the validity at law of an assignment of part of a debt has to be considered, not on the analogy of equitable procedure, but on the words of sub-section 6 of section 25 of the Judicature Act, 1873: "Any absolute assignment, by writing under the hand of the assignor (not purporting to be by way of charge only), of any debt or other legal *chose in action*, of which express notice in writing shall have been given to the debtor . . . shall be, and be deemed to have been effectual at law (subject to all equities which would have been entitled to priority over the right of the assignee if this Act had not been passed) to pass or transfer the legal right to such debt or *chose in action* as from the date of such notice . . . without the concurrence of the assignor." The most important cases decided on this provision have related to the meaning of an "absolute assignment, not purporting to be by way of charge only." *Primâ facie* it might have been thought that an assignment by way of mortgage was by way of charge and not absolute, and this was the view at first taken: *National Provincial Bank v. Harle* (6 Q. B. D. 626); but this was a solitary decision, and it has been well settled that, where there is an assignment in the form of an ordinary mortgage, and not a mere equitable charge, the addition of a proviso for redemption does not prevent the assignment from being absolute: *Burlington v. Hall* (12 Q. B. D. 347); *Tancred v. Delagoa Bay Railway Co.* (23 Q. B. D. 239); *Durham Brothers v. Robertson* (*supra*); and an assignment of a debt may be absolute, notwithstanding that a trust of the proceeds of the debt is created in favour of the assignor: *Comfort v. Betts* (1891, 1 Q. B. 737).

In *Durham Brothers v. Robertson* (*supra*), where the subject was very fully considered, the assignment was by way of security, and it did not contain the ordinary proviso for redemption and reassignment. But this would not have prevented it from being absolute. "I think," said CHITTY, L.J., "that the principle of *National Bank v. Harle* (*supra*) ought not to be confined to the case where there is an express provision for reassignment. Where there is an absolute assignment of the debt, but by way of security, equity would imply a right to reassignment on redemption, and the sub-section would apply to the case of such an absolute assignment." But the assignment in that case was not only by way of security, but was expressly limited in its operation "until the money with added interest be repaid." This was an uncertain event which made the assignment conditional, and put it outside the statute.

Upon the dictum of CHITTY, L.J., in *Durham Brothers v. Robertson* (*supra*), that an assignment may be absolute although by way of security only, some doubt was thrown by *Mercantile Bank of London v. Evans* (1899, 2 Q. B. 613), where an assignment of all the assignor's rights under an agreement, as security for the repayment of a specified sum and further advances, was held not to be absolute. This was upon the ground that the assignment was only operative until repayment. But the same might be said of any assignment which is only intended to be a security, and the real test is, not whether it is expressed to be by way of security for a specified payment, but whether it is in fact an assignment of all the rights of the assignor; and the matter was re-established on this footing in *Hughes v. Pump House Hotel Co.* (1902, 2 K. B. 190). "In every case of this kind," said MATHEW, L.J., "all the terms of the instrument must be considered, and, whatever may be the phraseology adopted in some particular part of it, if, on consideration of the whole instrument, it is clear that the intention was to give a charge only, then the action must be in the name of the assignor; while, on the other hand, if it is clear from the instrument as a whole that the intention was to pass all the rights of the assignor in the

debt or *chose in action* to the assignee, then the case will come within section 25, and the action must be brought in the name of the assignee." In that case an assignment of all moneys to become due under a building contract was held to be absolute, notwithstanding that it was "by way of continuing security," for moneys to become due from the assignor to the assignee.

In *Hughes v. Pump House Hotel Co.* (*supra*) MATHEW, L.J., like CHITTY, L.J., in *Durham Brothers v. Robertson* (*supra*), left undecided the effect of an assignment of part of a debt. "I will," he said, "express no opinion upon it further than to say that, as at present advised, I think, when that question arises for decision, much may be said in favour of the view that an assignment of part of a debt would not be an absolute assignment within the section." But it was decided in *Jones v. Humphreys* (1902, 1 K. B. 10) that, at any rate, the ascertainment must be of a definite and ascertained part of the debt, and hence an assignment of so much of salary accruing due as should be necessary for payment of a specified sum and further advances was not within the statute. Lord ALVERSTONE, C.J., suggested that an absolute assignment of a definite sum out of a future debt might possibly be within the section; but there must be found "in the document an intention to assign some definite sum, so that the debtor may know how much he is justified in paying to the assignee."

Until the recent decisions this was all the guidance to be obtained as to the effect under the statute of the assignment of part of a debt. In *Skipper v. Holloway* (*supra*) DARLING, J., acted in accordance with the suggestion of Lord ALVERSTONE and held that there might be an absolute assignment of a part of the debt. Upon notice of this being given to the debtor, he knows with certainty to what extent he can obtain an effectual receipt from the assignee, and this is sufficient for an absolute assignment of a debt within the subsection. On the other hand, as BRAY, J., pointed out in *Bowles v. Baker* (*supra*), the sub-section speaks of a debt, not of part of a debt, and it is not readily to be assumed that the words are capable of being construed so as to apply to part of a debt; while there is the practical consideration that, if the creditor can assign the debt in parts, he can expose the debtor to actions at the suit of an indefinite number of assignees. It is of common occurrence in drafting to introduce the words "or part" when it is intended to give a power over part of a thing as well as over the entirety, and it would have been easy to insert them in the sub-section in question had it been intended to extend the possibility of legal assignment to part of a debt. That this was not done makes it somewhat difficult to read the statute as though the words had been inserted. Probably the safest plan is to take the words "any debt or *chose in action*" literally, so as to exclude an assignment of part. To look at the possible consequences of the assignment of part of a debt seems to encroach on the sphere of the Legislature. At present the construction of the statute must be regarded as an open question, but we imagine the decision of BRAY, J., will prevail.

The Housing, Town Planning, &c., Act, 1909.

THE Housing, Town Planning, &c., Act, 1909 (in this article referred to as "the Act of 1909"), contains important amendments to the Housing of the Working Classes Acts, 1890 to 1903 (which latter Acts are in this article referred to as "the Act of 1890, &c."). We propose in this article to discuss shortly the provisions of Part I. of the Act, which relate to "Facilities for Acquisition of Lands and other purposes of the Housing Acts." We need hardly say that we shall only mention the principal provisions of the Act which have to be remembered by the ordinary practitioner, leaving the advisers of local authorities to consult the Act itself.

The first part of the Act relates principally to the acquisition of land. Section 2 enables a local authority to purchase land compulsorily for the purposes of Part III. of the Act of 1890, i.e., for the provision of houses or cottages for the working classes, by

means of an order submitted to the Local Government Board and confirmed by them in accordance with the first schedule to the Act of 1909.

The procedure for the compulsory acquisition of land is as follows: The local authority is to submit to the Board an order putting into force the compulsory clauses of the Lands Clauses Acts; an order, when confirmed by the Board either with or without modifications, is to be deemed to have been duly made and is to have the same effect as if it had been enacted in the Act: see *Re Ringer* (53 SOLICITORS' JOURNAL, 744), decided under the Small Holdings and Allotments Act, 1908. The order is to incorporate the Lands Clauses Acts, except the provisions for the sale of superfluous land, and is also to incorporate the mineral clauses of the Railways Clauses Act, 1845, subject to the modification that every question of disputed compensation is to be decided by a single arbitrator appointed by the Board. The order is to be published and notices of it are to be given in the prescribed manner. If within the prescribed period no objection has been made by a person interested in the land, or if every such objection has been withdrawn, the Board is to confirm the order, but if any objection is not withdrawn, the Board is to cause a public inquiry to be held in the locality. In certain cases the Board can only make a provisional order which has to be confirmed by Parliament; in other cases they can make an order which requires no confirmation. In determining the amount of compensation under an order no allowance is to be made on account of the purchase being compulsory.

The Act contains the following provision (see Schedule I. (8), copied from the Small Holdings and Allotments Act, 1908:—

The arbitrator shall, so far as practicable, in assessing compensation act on his own knowledge and experience, but, subject as aforesaid, at any inquiry or arbitration held under this schedule the person holding the inquiry or arbitration shall hear, by themselves or their agents, any authorities or parties authorized to appear, and shall hear witnesses, but shall not, except in such cases as the Board otherwise direct, hear counsel or expert witnesses.

One cannot help thinking that the Parliamentary draftsman has confused valuation and arbitration. A valuer necessarily acts on his own professional knowledge as applied to the facts brought to his notice. On the other hand, an ideal arbitrator ought to form no opinion on the matters as to which his decision is required except on the evidence adduced. We doubt whether it is possible for an arbitrator to arrive at the true value of the property without hearing expert witnesses. The evidence that is required depends on the nature of the property. In the City of London for example, the price of a house is constantly changing; it may rise or fall at least 10 per cent. during a year. The reason is one that a person not accustomed to valuing property of this nature would not be likely to think of. Persons following different classes of business congregate in different parts of the City, financiers collect about Lombard-street, dealers in Colonial produce about Mincing-lane. Suppose that for some reason there is a boom in Colonial produce, more persons wish to go into that business, and the price of houses near Mincing-lane rises. When, however, the boom is over, the persons who bought these houses have no further use for them, and are willing to sell them at a reduced price. In order, therefore, to make a correct valuation of a property of this nature the valuer must not only know what would be the cost of the site and of building the house, but must also be able to forecast the probability of the future of trade. This is, perhaps, an extreme case, but we feel confident that all of our readers who have experience in the sale and purchase of land will agree with us in saying that the opinion of an amateur in matters of valuation is useless. Suppose that a man, not a land valuer by profession, has made the value of land in a particular neighbourhood a matter of his particular study or observation, surely he becomes an expert: see *Tole v. Johnson* (50 N. Hamp. 454, cited 2 Stroud's Jud. Dict., p. 670, "Expert"). The provision that counsel is not to be heard will cause delay. It is the experience of every person who has had to hear a person arguing his own case, either before a court of law or before an arbitrator, that the arguments are far longer than if they are made by a barrister, even in very small practice. In many cases the man who argues his own case neglects important, and dwells upon frivolous, points, owing to his not being in the habit of

thinking how an argument will strike a stranger. Most land-owners will not feel competent to argue their own case, and will have to employ someone to argue it for them, and if many cases occur, a class of advocates not bound by any professional rules as to conduct will arise, and they will be able to exact such fees as they think fit.

While we quite feel that the provision that counsel or expert witnesses should not be heard without leave of the Board was inserted with the laudable object of saving expense, we also think that it will act harshly, and we are of opinion that the object might have been attained by providing that, unless under an order of the Board, only a certain sum should be allowed for costs of counsel or expert witnesses on taxation *inter partes*.

The provisions for insuring that small houses shall always be fit for occupation are contained in the 14th and following sections of the Act of 1909. The 14th section provides that:—

In any contract made after the passing of this Act for letting for habitation a house or part of a house at a rent not exceeding:

(a) in the case of a house situate in the administrative county of London, forty pounds;

(b) in the case of a house situate in a borough or urban district with a population according to the last census for the time being of fifty thousand or upwards, twenty-six pounds;

(c) in the case of a house situate elsewhere, sixteen pounds;

there shall be implied a condition that the house is at the commencement of the holding in all respects reasonably fit for human habitation, but the condition aforesaid shall not be implied when a house or part of a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for occupation, and the lease is not determinable at the option of either party before the expiration of that term.

It will be observed that this section negatives, as to the houses falling within it, the rule of law that no contract is implied on letting an unfurnished house that it is fit for habitation: *Hart v. Windsor* (12 Mee. & Wel. 68). Probably the change in the law made by this section is beneficial, but some difficulties will occur under the following section.

The Act of 1909 provides, section 15:—

The last foregoing section shall, as respects contracts to which that section applies, take effect as if the condition implied by that section included an undertaking that the house shall during the holding be kept by the landlord in all respects reasonably fit for human habitation.

The effect of the 15th section is to render the landlord liable during the whole of the term granted by a lease of the nature stated in the 14th section, but not falling within the proviso, to keep the house "in all respects reasonably fit for human habitation."

The meaning of "landlord" in the 15th section is defined in sub-section 7:—

In this section the expression "landlord" means any person who lets to a tenant for habitation the house under any contract referred to in this section, and includes his successors in title, and the expression "house" includes part of a house.

The procedure for enforcing the undertaking imposed on the landlord by the 15th section is contained in that section and may be shortly stated as follows: The local authority shall, if it appears to them that the undertaking implied by the section is not complied with, and if a closing order is not made with respect to the house, give a written notice requiring the landlord within a reasonable time (not less than twenty-one days) to execute the works specified in the notice. The landlord may within the twenty-one days declare his intention of closing the house for human habitation, and thereupon a closing order is to be deemed to have become operative in respect of such house. If the notice given by the local authority is not complied with and the landlord has not given the counter-notice, the authority may do the work and recover the expenses from the landlord, or may declare that they are to be paid by annual instalments with interest, such instalments and interest to be recoverable from the landlord.

Some difficulties may arise as to who is the "landlord" within the 15th section, where a lease is granted under a power. As, for example, where a mortgagor in possession grants a lease or where a tenant for life grants a lease by virtue of the Settled Land Act of leaseholds vested in trustees. Probably in the former

case the person for the time being entitled to the equity of redemption is "the landlord," and in the latter case probably the person for the time being beneficially entitled under the settlement to the rent, is "the landlord."

It should be observed that, in the common case of a house being let at a ground-rent, not exceeding the rent mentioned in the 14th section, in consideration of a premium, it will be necessary to provide in the lease that the lessee shall put it into a condition reasonably fit for human habitation, in order to avoid the liabilities imposed on the landlord by the sections under consideration.

Reviews.

Crimes and Misdemeanors.

A TREATISE ON CRIMES AND MISDEMEANORS. By Sir WILLIAM OLDNALL RUSSELL, late Chief Justice of Bengal. IN THREE VOLUMES. SEVENTH EDITION. By W. F. CRAIES, Barrister-at-Law, and L. W. KERSHAW, Barrister-at-Law, Assistant Registrar of the Court of Criminal Appeal. Stevens & Sons; Sweet & Maxwell.

"Russell on Crimes" is one of those really great law books of which it is absolutely correct to say that no criminal law library can afford to be without it. It has for over a century been recognized as holding a unique position of authority. It is almost a library in itself and was referred to by Sir Fitzjames Stephen as the best digest of Criminal Law that could possibly be hoped for. It has been extremely fortunate in its many editors; and this edition is no exception to that rule, for uncommon skill, knowledge and industry are shown on every page. In none of the intervals (usually of considerable length) which have occurred between the several editions of this work have more important changes in the criminal law been effected than in the thirteen years between the publication of the 6th and 7th editions. The Criminal Evidence Act, 1898, and the Criminal Appeal Act, 1907, have revolutionized practice and will at once occur to the mind in this connection. But many other Acts became law in the period, as the Larceny Act, 1901, the Poor Prisoners' Defence Act, 1903, the Aliens Act, 1905, the Trade Disputes Act, 1906, the Probation of Offenders Act, 1907, the Punishment of Infancy Act, 1908, the Children Act, 1908, and many others.

The amount of revision and re writing made necessary by these changes, and by many important judicial decisions, has been, of course, enormous; and too high praise cannot easily be given to the manner in which the work has been done. If the long-talked-of Criminal Code ever comes into being, this book will no doubt be taken as its basis. In this edition the text has been somewhat reduced in bulk, but the book has not suffered. The subjects of highway and bridge indictments have been entirely omitted—very properly, as in consequence of recent legislation they have little more than an historical connection with criminal law. References to United States law have also been reduced, and by these means the book has been kept within a reasonable compass. But although there are some changes as mentioned, and in the arrangement of the titles and chapters, the characteristic features of the book have not been altered. We have still a fairly full statement of the facts of the most important cases; and the desire to save space has not been allowed to materially interfere with this much-valued and distinguishing feature. The book incorporates all decisions of value down to the beginning of the last Long Vacation. It will in no wise disappoint those who have long been familiar with past editions, and we cordially recommend it to the profession.

The Railway and Canal Commissioners.

REPORTS OF CASES DECIDED BY THE RAILWAY AND CANAL COMMISSIONERS. By J. H. BALFOUR BROWNE, K.C., WALTER H. MACNAMARA, Registrar to the Railway and Canal Commission, and RALPH NEVILLE and W. A. ROBERTSON, Barristers-at-Law. VOLUME XIII. OF RAILWAY AND CANAL TRAFFIC CASES. Sweet & Maxwell.

This new volume of the valuable series of Railway and Canal Traffic Cases covers the period from the Michaelmas sittings of 1906 to the Long Vacation of 1909, and contains reports of twenty-seven cases. Some of these cases are to be found in the ordinary series of reports, others can only be found conveniently here, and we do not hesitate to say that all are of importance to railway companies and traders, though, of course, the degree of importance varies considerably. Probably one of the most important points decided in these cases was that in *North Staffordshire Colliery Owners' Associa-*

tion v. North Staffordshire Railway Co. and Others. By the Railway and Canal Traffic Act, 1894, it is provided that where a company have since the 31st of December, 1892, increased any rate, the burden lies on the company to prove that such increase is reasonable. Before this Act was passed, it was presumed that a rate which did not exceed the maximum rate allowed could not be unreasonable. The defendant company reduced certain rates in 1895, and subsequently, in 1900, increased them again to the amount at which they stood before the reduction. They were then no higher than they had been in 1892. The Court of Appeal held that in 1900 the company had "increased the said rates" within the meaning of the Act, and that they could be called upon to shew that such increase was reasonable. This was the decision of the Master of the Rolls and Moulton, L.J., from which Kennedy, L.J., dissented, and it reversed the finding of the Commissioners, presided over by Bigham, J. The cases in this volume are admirably reported, with such fulness of detail as to make the reports suitable to the requirements of railway men.

Poisons and Pharmacy.

THE LAW RELATING TO POISONS AND PHARMACY; WITH NOTES, CASES STATUTES, &c. By W. S. GLYN-JONES, Barrister-at-Law. Butterworth & Co.

This is likely to be found a useful work by such lawyers as it concerns, and also by medical men, chemists, coroners and others. It contains a very full and complete statement of the law relating to the sale of poisons and the practice of pharmacy—a subject of considerable obscurity and difficulty, upon which a work of this class is welcome. The principal decisions on the subject are dealt with very fully, and no pains appear to have been spared by the author to include everything likely to be of service to the reader, including the bye-laws of the Pharmaceutical Society.

Industrial Diseases and Accidents.

INDUSTRIAL DISEASES AND ACCIDENTS. By W. J. GREER, F.R.C.S., D.P.H.L. J. W. Atkinson; Simpkin, Marshall, & Co.

This is a medical book by a writer who has had great practical experience of its subject. It is in the form of a lexicon, giving in alphabetical order descriptions of the symptoms of various diseases and injuries and their after results, and of the bones and organs of the human body. It is likely to be of great use to practitioners engaged in workmen's compensation cases, as the explanations are very lucid and suited to the requirements of lawyers.

Books of the Week.

Principles of the Law of Real Property: intended as a First Book for the Use of Students in Conveyancing. By the late JOSHUA WILLIAMS, K.C. The Twenty first Edition. Re-arranged and Partly Re-written, by his son, T. CYPRIAN WILLIAMS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

The Licensing Acts. By the late JAMES PATERSON, M.A., Barrister-at-Law. Being the Licensing Acts, 1828 to 1906, together with all Relative Excise, Inland Revenue, Innkeepers, Sunday Closing and Grogging Acts, with Notes; and the Law Relating to Clubs, Theatres, Music and Dancing, Racecourses, Billiards Compensation, Covenants, Contracts of Sale of Licensed Premises, and Rates and Taxes on Licensed Property, and Forms. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Twentieth Edition. Butterworth & Co.; Shaw & Sons.

The Law and Practice of Criminal Appeals, including Appeals from Justices to Sessions; Special Cases from Justices; Special Cases from Sessions; Certiorari; Mandamus; Prohibition; Habeas Corpus; Bail; and Appeals under the Criminal Appeal Act, 1907; with Forms, Appendices, &c. By FREDERIC JOHN WROTTESELEY and BERTRAM JACOBS, Barristers-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

County, District, and Parish Councils: being a Concise Guide to their Powers, Duties and Liabilities under the Local Government Acts of 1888 and 1894. By J. H. MENZIES, Barrister-at-Law. Sweet & Maxwell (Limited).

Butterworth's Yearly Digest of Reported Cases for the year 1909: being the Second Annual Supplement of Butterworth's Ten Years' Digest, and Containing the Cases Decided in the Supreme and other Courts, including a Copious Selection of Reported Cases Decided in the Irish and Scotch Courts, with Lists of Cases Digested, Overruled, Considered, &c. and of Statutes, Orders, Rules, &c., Referred to. Edited by HARRY CLOVER, Barrister-at-Law. Butterworth & Co.

An Epitome of Personal Property Law. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Third Edition. Sweet & Maxwell (Limited).

Roman Law Examination Guide, containing an Historical Sketch, Tables, an Analysis, and Examination Questions and Answers (Selected Chiefly from Recent Bar Examinations). Designed for the Bar and other Law Examinations. By J. A. SHEARWOOD, Barrister-at-Law. Second Edition, Revised and Enlarged. Sweet & Maxwell (Limited).

Farmer's Wills and other Precedents in Relation. By HENRY BRIGHOUSE, Solicitor. Sweet & Maxwell (Limited).

Sweet & Maxwell's Guide to the Legal Profession, the London LL.B., the Law Clerk's Certificates, and to Students' Law Books, with Suggested Courses of Reading. Sweet & Maxwell (Limited).

American Law Review: November-December, 1909. Editor, CHARLES E. GRINNELL. Reeves & Turner.

Correspondence.

Law Degrees.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I note that the northern universities allow solicitors who pass their final examination with honours to proceed to a law degree without sitting for their matriculation examination. Surely the privilege ought to be extended to all solicitors, or some provision should be made by the Law Society to hold a separate Honours Examination for men who in the past did not sit for honours, and thus cannot take advantage of the rule.

Is it not time the Law Society insisted on all bodies accepting their first examination if they accept the first examination of such bodies? As an encouragement to solicitors to proceed to a law degree, I would suggest that all admitted men of say five or ten years' standing should be exempt from the first examination of the new universities. Perhaps others interested in this subject will express their opinions.

SOLICITOR.

Points to be Noted.

Conveyancing and Equity.

Heirlooms—Vesting.—Heirlooms settled "upon trust so far as the rules of law and equity will allow to permit the same to be used held and enjoyed with the mansion-house . . . by the person or persons who for the time being shall be entitled to the said mansion-house under the limitations thereof herein contained," yet so that for the effect of transmission they shall not vest absolutely in any person, made by the settlement tenant in tail male or in tail by purchase, who shall not attain twenty-one, will not vest absolutely in an eldest son, tenant in tail male in remainder, at the age of twenty-one. They will divest if he dies without coming into possession of the settled estate. This ordinary form of settlement of heirlooms will be construed as sufficient indication of the settlor's intention that the heirlooms should not vest absolutely, except in a tenant in tail male in possession.—RE LORD CHESHAM'S SETTLEMENT (C.A., June 15) (1909, 2 Ch. 329).

Stale Demand in Equity.—Equitable relief will be refused on the ground of staleness of demand, "where the party has slept upon his right and acquiesced for a great length of time"; and so foreclosure was not granted of an equitable mortgage of an advowson in gross, in respect of which no claim, no payment, and no acknowledgment had been made since its creation, forty-eight years before. But an advowson, not being "land," is not covered by the Real Property Limitation Act, 1833.—BROOKS v. MUCKLESTON (Joyce, J., July 26) (1909, 2 Ch. 519).

Practice.

Justices—Warrant to Compel Personal Attendance of Defendant.—On the true construction of the Summary Jurisdiction Act, 1848, and following *Bessell v. Wilson* (1853, 1 E. & B. 489), a defendant who is represented by counsel or by a solicitor at the hearing of a summons issued by a court of summary jurisdiction need not appear personally, and the justices have no jurisdiction to issue a warrant at the hearing to compel his personal attendance.—R. v. THOMPSON (K.B. Div. Ct., June 17) (1909, 2 K. B. 614).

Evidence—Acknowledgment of Indebtedness.—In an action by beneficiaries against a trustee for non-investment of trust funds, where,

as against the tenant for life, the trustee pleaded the Statute of Limitations and section 8 of the Trustee Act, 1888, it was held not to be a good answer to this plea if the capital and income accounts of the trustees' solicitors (one of whom had since died) with the trustees were produced and shewed payment of interest on the funds. For (1) these are not entries by a dead man against interest, but entries by the firm; (2) they shew payment of interest on a debt from the firm to the trustees, not from the trustees to the beneficiaries; and (3) payment of interest by a trustee to a life tenant is not in any case an acknowledgment of the existence of the trust principal in favour of the life tenant.—RE FOUNTAINE (C.A., June 23, 24) (1909, 2 Ch. 382).

Foreclosure Order Nisi—Addition of Judgment Creditor as Defendant.—When a mortgagee has obtained a foreclosure order nisi, and subsequently a creditor of the mortgagor obtains judgment and equitable execution in another action, it is right that the judgment creditor should be added as a defendant in the foreclosure action. But he cannot claim to disturb the terms of the foreclosure order nisi by obtaining an extension of time for redemption; and the proper form of order is that he be added as a defendant to the action, and that the proceedings be carried on between the original plaintiff and the two defendants as if the judgment creditor had been originally a defendant.—RE PARBOLA (LIMITED) (Warrington, J., July 16) (53 SOLICITORS' JOURNAL, 697; 1909, 2 Ch. 437).

Taxation of Costs—Three Counsel.—The principle of taxation is stated in R.S.C. LXV., r. 27 (29), to be the allowance of "all such costs, charges and expenses, as shall appear to [the master] to have been necessary or proper for the attainment of justice or for defending the rights of any party." If there are more defendants than one, and their interests are not identical, it is the duty of each of them to fight his own case, and none of them is to be deprived of the advantage of doing so by the fact that his co-defendants are doing their duty by themselves. Therefore a defendant may be allowed three counsel on a party and party taxation, in a proper case, even if his co-defendants, whose interests up to a certain point were the same, were represented by two.—GREAT WESTERN RAILWAY CO. v. CARPALLA UNITED CHINA CLAY CO. (LIMITED) (No. 2) (Eve, J., July 15, 27) (53 SOLICITORS' JOURNAL, 699; 1909, 2 Ch. 471).

Bankruptcy—Application to Expunge Proof.—Rule 25 of the second schedule to the Bankruptcy Act, 1883, reads: "The court may also expunge or reduce a proof . . . in the case of a composition or scheme, upon the application of the debtor." "Composition or scheme" here means one that is accepted by the creditors and is pending before the court. If the creditors reject the proposed arrangement, then (a) the debtor's application will be entertained by the court only in exceptional circumstances (as in *Es parte Bluck*, 1887, 35 W. R. 720, 4 Morr. 273); and (b) the costs of an unsuccessful application are payable, not out of the estate, but by the debtor after his discharge.—RE BENOIST (Phillimore, J., July 7, 19) (53 SOLICITORS' JOURNAL, 700; 1909, 2 K. B. 784); RE PILLING (Phillimore, J., July 25, 29) (1909, 2 K. B. 788).

Workmen's Compensation—Jurisdiction of County Court Judge.—On the true construction of the Workmen's Compensation Act, 1906, a county court judge, sitting to hear an application for compensation under the Act, is a "statutory arbitrator," with powers neither greater nor less than are given by the Act to arbitrators under it; and so—even apart from the authority of *Mountain v. Parr* (47 W. R. 353; 1899, 1 Q. B. 805)—he has no jurisdiction in such cases to make an order for discovery before the hearing.—SUTTON v. GREAT NORTHERN RAILWAY CO. (C.A., July 20) (1909, 2 K. B. 791).

Equitable Execution—Patent Rights.—In *Holmes v. Millage* (41 W. R. 354; 1893, 1 Q. B. 551) it was decided that the jurisdiction of the court to grant a receiver by way of equitable execution was not in any way extended by section 25 (8) of the Judicature Act, 1873. The court cannot, therefore, appoint a receiver by way of execution of rents, profits and moneys receivable by a judgment debtor in respect of his interest in English patents.—EDWARDS & CO. v. PICARD (C.A., July 23, 30) (1909, 2 K. B. 903).

Referring to a claim by one company against another, which was before Mr. Justice Hamilton in the King's Bench Division last week, says the *Evening Standard*, Mr. Scrutton, K.C., said he had arranged with counsel for the other side to hear the case without the special jury which had been summoned. He was of opinion that the jury would be of no use to them, as it was composed principally of small shopkeepers. In days gone by, when commercial cases were heard at the Guildhall, a jury of City men who knew something of such matters was empanelled, but the present jury was quite useless for the purpose. His lordship said he doubted whether anything could be done, but he would make a note of the matter.

CASES OF THE WEEK.

Court of Appeal.

THE KING ON THE PROSECUTION OF THE LEWISHAM BOROUGH COUNCIL v. SOUTH-EASTERN RAILWAY CO. No. 1. 18th Jan.

RAILWAY—STREETS—IMPROVEMENT—STATUTORY OBLIGATION ON RAILWAY COMPANY TO WIDEN STREET IN EVENT OF THEIR ACQUIRING LAND "ABUTTING" ON STREET—CLAUSE TO THAT EFFECT INSERTED IN BILL AS TERM OF WITHDRAWAL OF OPPOSITION BY LOCAL AUTHORITY—LAND ACQUIRED SEPARATED FROM STREET BY STREAM—CONDUCT OF COMPANY—ESTOPPEL—SOUTH-EASTERN RAILWAY ACT, 1899 (62 & 63 VICT. C. LXXVIII.), s. 20.

A clause in a railway Act provided that in the event of the railway company acquiring any land abutting upon a certain road they should widen the road. The company, under the powers of that Act, acquired land separated from the road by a small stream, and the local authority gave notice that the road was to be widened. The railway company denied liability on the ground that the land in fact acquired did not "abut" on the street, by reason of the existence of the stream. Ridley, J., on the trial of a return of a prerogative writ of mandamus (granted at the instance of the successors of the local authority who had opposed the Bill, but had withdrawn their opposition upon the terms, *inter alia*, of the insertion of this clause in the Bill) commanding the company to widen the road in accordance with the clause in the Act, held that as the construction of the expression "land abutting on" the road was ambiguous, any inference to be drawn from the conduct of the parties in the negotiation which led to the insertion in the Bill of the clause in question was inadmissible. There was clear evidence that the conduct of the company in the negotiations with the local authorities had been such as to induce their representatives to believe that the obligation to widen the road would attach if the company acquired the lands which they had in fact acquired, and consequently the company, being estopped by their conduct from saying that the land did not "abut" within the meaning of the clause upon this street, were bound to widen the street. The railway company appealed.

The Court of Appeal dismissed the appeal, agreeing with Ridley, J.

Per Farwell, L.J.—Physical continuity of the land acquired need not necessarily in law exist in order to constitute the land acquired "land abutting on" the highway.

Appeal by the railway company from a decision of Ridley, J., on an issue raised by the return of the South-Eastern Railway Co. to a prerogative writ of mandamus. The mandamus was granted for the purpose of compelling the company to widen a road in the Metropolitan Borough of Lewisham called Hither Green-lane, as it was alleged that the company were under the obligation to do so by virtue of section 20 of the South-Eastern Railway Act, 1899. That section provided in terms that if the railway company should acquire any land abutting upon Hither Green-lane they should widen the road. The clause had been inserted in the Bill for the Act as the outcome of negotiations between the company and certain local authorities who had opposed the Bill, but had withdrawn their opposition upon the terms, *inter alia*, of the insertion of this clause in the Bill. The company, under the powers of the Act, acquired land separated from the road by a small stream, or (if, as was possible, the middle of the stream constituted the boundary) by a moiety of the stream. The conduct of the company in the negotiations with the local authorities had been such as to induce their representatives to believe that the obligation to widen the road would attach if the company acquired the lands which they had in fact acquired. Ridley, J., held, without deciding whether, as a matter of construction, the expression "land abutting on" the road ought to be interpreted as extending to land separated from the road as the company's land was, that (the expression being ambiguous) the company were estopped by their conduct in the negotiations with the local authorities from denying that the expression bore that interpretation, and that the company were consequently bound to widen the road. The railway company appealed, and contended that they were not estopped from saying that the words of an Act of Parliament which were perfectly clear must be construed to mean what they said. The word the interpretation of which was disputed was "abut"; that implied immediate contiguity, and had been so interpreted by the court in several reported cases. Here the land did not "abut," for the stream divided it from the road. Without hearing counsel for the respondents,

VACHAN WILLIAMS, L.J., said the conclusion he had come to was that Ridley, J., was right. The question was the meaning to be attached to the word "abut" in the proviso to section 20 of the Act of 1899. To hold that the land acquired did not abut within the meaning of that section would be to give a meaning to that word which was contrary to the intention of the parties when the bargain was made.

FARWELL, L.J., agreed. He thought, but it was not necessary to decide it in this case, that actual contiguity need not necessarily exist in law in order that land should, within the meaning of an Act of Parliament, "abut" upon a highway, provided that the land was within such contiguity as brought it reasonably within the sort of "abuttal" which would give rise to the liability contended for, and satisfy the object for which the section was inserted in the Act.

KENNEDY, L.J., concurred with Farwell, L.J. Appeal dismissed, with costs.—COUNSEL, Macmorran, K.C., and Clode, for the appellants;

Avory, K.C., and A. H. Poyser, for the respondents. SOLICITORS, W. Watkin; Temple, Down, & Miller.

[Reported by ERSKINE REID, Barrister-at-Law.]

PERRY v. NATIONAL PROVINCIAL BANK OF ENGLAND. No. 2. 19th Jan.

PRINCIPAL AND SURETY—CONTRACT OF SURETYSHIP—LIABILITY OF SURETY AFTER RELEASE OF PRINCIPAL DEBTOR—NOVATION.

A surety is not discharged by the release of the principal debtor if he has expressly bound himself by the instrument creating the suretyship to continue liable.

The plaintiff mortgaged certain properties to the defendant bank to secure all moneys for the time being due on the overdraft of Perry Bros., a firm consisting of his two sons. The mortgages were in the usual banker's form, containing a clause that the bank should be at liberty without thereby affecting their rights under the mortgage "to determine or vary any credit to the debtors or any of them, to vary, exchange, or release any other securities held or to be held by the bank for or on account of the moneys hereby secured or any part thereof, to renew bills or promissory notes in any manner, and to compound with, give time for payment of, and accept compositions from and make any arrangement with the debtors or any of them." Perry Bros. got into financial difficulties, and, there being several bankruptcy petitions pending against them, they called a meeting of their creditors, at which a scheme was accepted that a company should be formed to take over all the properties owned by Perry Bros., and issue to the creditors in satisfaction of their debts debenture stock to the amount of their debts plus 25 per cent. In pursuance of this scheme, which had been approved by the plaintiff, the secretary of the company wrote to the defendant bank offering them debenture stock for the amount of their debt from Perry Bros., with a bonus of 25 per cent. At the foot of the letter was the following statement: "Amount of debt, £3,530; less value of security held, £1,630—£1,900; 25 per cent. bonus, £475; total, £2,375." There was a form of request enclosed in these terms: "Please allot to me debenture stock to the value of £2,375, being the amount of my claim against Perry Bros."

I agree to accept such debenture stock in full discharge of my claims against Perry Bros." The bank signed this form of request, and debenture stock of the nominal value of £2,375 was allotted to them. The plaintiff brought the present action for a declaration that there was nothing due on the mortgages, and to have a reconveyance of the properties. Neville, J., was of opinion that there was a complete novation, and, the debt having been released, the surety must also be released. He accordingly made the declaration asked for by the plaintiff. The defendant bank appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said that the case was a curious one. It arose out of the law of principal and surety, and it was important to distinguish clearly between the rights under an ordinary contract of suretyship not containing special provisions and the rights of a surety when the instrument creating the suretyship contained special clauses. In what might be called the simple case, a surety was discharged if, for example, a creditor gave time to his principal debtor, and *a fortiori* if a creditor released his principal debtor the surety was released too. There were many other acts which might release the surety if there was no reservation of rights against him, but if in the instrument of suretyship there was a provision that the surety should continue liable notwithstanding the doing of any act, all these doctrines had no application at all. The first point in the present case was that the plaintiff, the surety, claimed that the bank should hand over his property because there was no longer any liability upon him as surety, the debt having been released. Neville, J., had taken that view. In his (the Master of the Rolls) opinion, there were two distinct and independent points. It was clear that by the transaction by which the bank accepted debentures in accord and satisfaction of part of the debt, that part of the debt was gone just as much as if it had been paid in cash, and the bank were not entitled to claim against the surety for that part of the debt. That, however, left the £1,630, and as to that sum it was plain that the bank were mortgagees, and mortgagees only, in respect of the property, which they valued at £1,630. It was plain that the equity of redemption in that property did not remain in Perry Bros., but passed to the company, and there was no ground for holding that that which was once a mortgage had ceased to be a mortgage by reason of any transaction between Perry Bros. and the company. The result was that that debt was still owing to the bank, but it was said that there could be no right against the surety because Perry Bros. had been released by reason of the arrangement that the bank had come to with them, and there could not be a surety after the release of the principal debtor. The answer to that was that it was possible for a surety to contract with a creditor in the suretyship instrument that the surety should remain liable although his principal had ceased to be liable. The first case on the subject was *Couper v. Smith* (4 M. & W. 519). It might be said that in that case there was no release in terms by the creditor, and that the composition deed might be construed as merely a covenant not to sue the debtor, although there was no word in the judgment to support that view. But in the case of the *Bank of Manchester v. Beech* (3 H. & C. 672) the composition deed contained a release in terms by the creditor of the principal debtor, and Pollock, C.B., in his judgment, pointed out that *Couper v. Smith* was an authority that a composition with the principal debtor was not a dis-

charge of the surety where he had expressly agreed to continue liable. That being so, the position was that this liability secured by the mortgage was a liability of Perry Bros., for which the plaintiff continued liable notwithstanding the release of Perry Bros. by the bank. The order of Neville, J., ought to be varied, and a declaration made that the plaintiff was entitled to have his deed back on payment to the bank of the £1,630, or so much thereof as remained owing.

FLETCHER MOULTON and BUCKLEY, L.J.J., also delivered judgments allowing the appeal.—COUNSEL, *Jenkins, K.C., and E. Beaumont; Hughes, K.C., and C. J. Mathew.* SOLICITORS, *Wilde, Moore, Wigston, & Co.; Francis, Miller, & Steele.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

HESLOP v. PARAGUAY CENTRAL RAILWAY CO. (LIM.). Eve, J.
21st Jan.

COMPANY—DEBENTURE STOCK—INTEREST OUT OF NET PROFITS—RESERVE FUND—CARRYING FORWARD BALANCE.

A company issued debenture stock, the interest on which was to be paid out of the net earnings of the company. The company proposed to set aside a sum representing profits.

Held, that the company were only entitled to set aside so much of the sum as was required for the maintenance of the security, and that the balance ought to be distributed among the debenture stock holders.

This was a motion to restrain the defendant company and its directors until the trial of the action (1) from setting aside any part of the earnings of the company for the year ending the 30th of June, 1909, or any subsequent year, to provide for the future renewal from time to time of its rolling stock, permanent way, or other property; (2) from carrying any part of its profits for such year to reserve; and (3) from carrying forward any part of such profits until the company should have paid in full the interest for the year on its 5 per cent. debenture stock. In 1908 the company issued £1,300,000 5 per cent. debenture stock to rank subject to a prior lien debenture stock of £600,000. The stock was secured by a deed of the 25th of March, 1908, of which the plaintiffs were trustees, and it provided that the interest on the stock should be payable only out of the net earnings of the company in any year ending on the 30th of June, after payment of all working and administration expenses, and should be payable only so far as such net earnings after such payment should extend. The net profits for the year ending on the 30th of June, 1909, after payment of interest on the prior lien debenture stock, was £19,246, which, added to the sum of £22,250 brought forward from the preceding year, left a balance of £41,497, of which it was proposed to place £10,000 to reserve and to carry forward the balance of £31,497. The case of *Dent v. London Tramways Co.* (16 Ch. D. 344) was referred to.

EVE, J., said the company had undistributed revenue to the amount of £41,497, of which it was proposed to place £10,000 to reserve and to carry forward the balance of £31,497, the result of which was that none of it was to be utilized in paying the interest on the debenture stock. The trustees say that they ought not to allow that state of things to continue, and have brought this action for an injunction. Now, in my opinion, on the facts of this case, the company must provide for the maintenance of the security out of the net earnings. I think the £10,000 which the company propose to place to reserve must be treated as made up proportionately from the two sums of £22,250 and £19,246. That would, roughly speaking, reduce the latter sum to about £14,000. Ought I to restrain the company from carrying that sum forward? I see no reason why I should not grant an injunction, but the best form of order will be to declare that the company are entitled to set aside so much as, in the opinion of the directors, is required for the maintenance of the security, and that the balance ought to be distributed among the debenture stock holders.—COUNSEL, *Stewart Smith, K.C., and Atwater; P. O. Lawrence, K.C., and H. E. Wright.* SOLICITORS, *W. H. Paterson; Ashurst, Morris, Crisp, & Co.*

[Reported by B. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

WATSON BROTHERS SHIPPING CO. (LIM.) v. MYSORE MANGANESE CO. (LIM.). Hamilton, J. 11th and 12th Jan.

SHIP—CHARTER-PARTY—DEMURRAGE—LAY DAYS—"DAY"—AVERAGING OF DAYS.

A charter-party provided (inter alia) that a vessel should proceed to a certain port, "and there load in a customary manner . . . (about 5,000 tons), to be shipped at the rate of 500 tons per clear working day of twenty-four hours . . . Sundays and holidays always excepted, and to be discharged at 500 tons per like day. . . . In case charterers can arrange to load or discharge ship on Sundays, or holidays, captain to allow work to be done, half such time actually used to count. Days to be averaged over all voyages to be performed under and during the entire currency of this charter to avoid demurrage." In an action brought by the shipowners for demurrage.

Held, that, on the true construction of the charter-party, "day"

meant a conventional day according to the custom of the port, and that the amount of demurrage incurred at the port of loading should be abated by credit being given for the number of days saved at the port of discharge.

The action was brought by the owners of the s.s. *Ben Vrackie* against the defendants as charterers of that vessel for demurrage under a charter-party dated the 31st March, 1908, by which the vessel was to load a cargo of manganese ore at Marmagoa. The material provisions of the charter-party were as follows: "Vessel . . . to proceed to Marmagoa, and there load in a customary manner, as soon as and where ordered by the shipper or his agent, a cargo of ore (about 5,000 tons) . . . to be shipped at the rate of 500 tons per clear working day of twenty-four hours (weather permitting), Sundays and holidays always excepted; and to be discharged at 500 tons per like day (except in the case of strikes of miners or workmen . . . scarcity of workmen, epidemics, &c. . . . In case charterers can arrange to load or discharge ship on Sundays or holidays, captain to allow work to be done, half such time actually used to count. Days to be averaged over all voyages performed under and during the entire currency of this charter to avoid demurrage." The vessel was ready to receive cargo on the 30th April, but did not in fact get a berth until the 29th May, when she commenced loading, and finished on the 11th June. The question for the decision of the court was as to how the lay days were to be measured, and two subsidiary questions—viz., what was a "day," and how the lay days at the port of loading and discharging were to be averaged or dealt with together.

HAMILTON, J., in the course of his judgment, after stating the facts, said it was contended by the defendants that under the charter-party a "day" was not a calendar day, but a conventional day; that the days were to be clear working days of twenty-four hours, which would be made up by hours on many different calendar days, and would depend upon the usual working hours at that particular port. According to the evidence, the working day at Marmagoa was ten and a half hours. The authority relied upon by the defendants in support of their contention was the case of *Forest Steamship Co. v. Iberian Iron Ore Co.* (3 Com. Cas. 316; 5 Com. Cas. 83). It was quite true that in that case there was a provision which did not exist in the charter-party in the present case—viz., that the steamer was to work at night if required, and also on Sundays and holidays, such time not to count unless used. In the present case the provision was that if the charterers could arrange to work on Sundays and holidays, the ship was to allow work to proceed, half such time actually used to count. He did not, however, think that the present charter-party could be successfully distinguished from that in the case above cited. It seemed to him that, apart from authority, the natural construction of the clause in the charter-party was that the defendants should have, not a day by the calendar, but a certain number of days upon which work in the ordinary course would be done. He therefore thought the defendants' contention on that point was correct. The defendants then said that they were entitled to take twenty clear working days of twenty-four hours for loading and discharging, and that was what was meant by averaging the days. In his opinion, the clause as to averaging meant that a number of days for shipment having been stipulated, and then a number of days for discharge having been stipulated, the vessel's right to demurrage must be determined upon the events which happened at the port of loading, and according to the number of days for loading there, although the subsequent events at the port of discharge might entitle the charterers to abate the amount of demurrage incurred at the port of loading by taking credit for the number of days saved at the port of discharge. In his view, at the end of the charter-party days for loading at Marmagoa, the vessel was on demurrage. In the result the plaintiffs were, in his opinion, entitled to demurrage for eleven and a half days, and there would be judgment in their favour for £345.—COUNSEL, *Scrutton, K.C., and Leck*, for the plaintiffs; *Bailhache, K.C., and Dawson Miller*, for the defendants. SOLICITORS, *Parker, Garrett, Holman, & Howden; William A. Crump & Son.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Societies.

City of London Solicitors' Company.

ANNUAL BANQUET.

The second annual banquet of the City of London Solicitors' Company was held at Carpenters' Hall, London Wall, on Monday, Sir HOMEWOOD CRAWFORD, City Solicitor, the Master, presiding. Among those present were:—Sir John Bigham, Mr. Justice Bucknill, Sir Chas. Mathews (Director of Public Prosecutions), Mr. Wm. Hayes (Secretary of London), Mr. W. H. Winterbotham, M.A. (President), Mr. H. J. Johnson (Vice-President), and Mr. S. P. B. Bucknill (Secretary, Law Society), Mr. William S. Hayes (late President, Incorporated Law Society of Ireland), Sir Wm. J. Crump, J.P., Mr. J. Worthington Evans, M.P., Mr. Thos. Rawle, Mr. F. Brinsley Harper, C.C., Mr. J. E. Anderson, Mr. Edward Wilberforce, Mr. T. H. Wrenstead, Mr. Ernest E. Bentall, Mr. C. Walton Sawbridge, Mr. Douglas A. Howden, Mr. G. L. F. McNair, the Lord Mayor and Sheriffs, Mr. P. C. C. Francis, M.A. (Senior Warden), Mr. J. C. Holmes (Junior Warden), and Mr. Hugh D. P. Francis, B.A. (Clerk). The loyal toasts having been given from the chair,

The SENIOR WARDEN (Mr. Peregrine C. C. Francis, M.A.) proposed the health of the Lord Mayor, the Sheriffs, and the Corporation of London. He said the court of the company had, he thought, laid the foundation upon which their successors in office might build with assurance. One of the objects for which the company was formed was to bring together the articulated clerks and its members, not only for the purpose of instruction—that they left to a great extent in the hands of the parent society, the Law Society—but socially, in order that they might make lifelong friendships which would be good for them throughout their professional career.

The LORD MAYOR returned thanks.

Mr. Justice BUCKNILL proposed the toast of "The City of London Solicitors' Company, coupled with the health of the Master and Wardens." He said that he was called to the Bar in 1868, and that his experience was that solicitors when they were called upon to brief counsel put aside personal friendships and personal desires and sent the brief to the chambers of the man who they knew was best qualified to represent the interests of their client. Whatever the public might say, they might rest assured that the great profession to which they belonged in its different branches—solicitors, barristers, and judges—were all at one in doing their best to help litigants to get at the truth in the end. He hoped that the members of the society, whatever its immediate object, might always feel that they were all members of one great profession, created for the purpose of helping persons in the first instance to settle their disputes if they could honourably do so, and in the second instance to fight to the death for their honour when it was attacked.

The MASTER said the principal objects of the company were to look after the interests of the members of the legal profession, and to render every assistance in its power to the parent society. Most solicitors in the City were exceedingly busy men, and they found it irksome at times to get as far as Chancery-lane, and it was therefore considered desirable that they should have their own company where they could meet and discuss their own matters and at the same time watch the interests of the lower branch of the profession so far as they were affected in the City. During the past twelve months the society had been very hard at work, and it had been in close touch with the Law Society and with the other associations throughout the kingdom. There were some matters of which they very greatly disapproved, particularly of the method of advertising adopted by some of the officials. Solicitors were tied by the strongest methods, they were carefully watched over, and if they happened to err, they could be brought to judgment at once. The very last thing they attempted to do was to tout. The company considered that solicitors had a right to protection, and they had approached the parent society with the object of getting that protection. Another important matter which had been considered was the instruction of the articulated clerk. They knew how carefully legal education was looked after by the Law Society, but articulated clerks in the City found it difficult at times to get to Chancery-lane, and the society was endeavouring to found a Law Library in the very centre of the City. Negotiations were pending, and he hoped their efforts would be brought to a successful issue. He then proposed the health of "The Legal Profession," observing that they were justly proud of their profession. They knew perfectly well that the judges were at present overworked. It might be possible to find a remedy without increasing the judicial bench, but no one could deny that the judges were overworked. Their duties had been enormously increased of late years. Criminal trials were bound to occupy more time than ever before in view of the growth of education and the right of prisoners to give evidence on their own behalf, the long cross-examinations that were necessary, and the necessity that notes of evidence might be carefully taken down, and there were a large number of cases in which appeals had to be most carefully heard by at least three judges and at times by five. All that occupied time and took the judges away from their ordinary work. Not merely the judges of the High Court, but also the judges of the County Courts were enormously overworked. It was possible, he thought, to get rid of the arrears either by the creation of more judges—more permanent judges, not merely extra judges for a time—or possibly by the rearrangement of the circuits. A most important question was the efforts that were being made to extend the jurisdiction of the Divorce Court, and to add that jurisdiction to the County Courts. Personally, he sincerely hoped it would not be made too easy to get rid of the marriage tie. One saw how easily the poorer classes got their separation orders, and the matter of making divorce more easy required the most careful consideration. Of course, it was exceedingly hard that persons should have to come up from distant parts of the country to London in divorce cases, but there should be the most careful consideration before a vital change was made, and he thought it was desirable to meet the matter in another way than handing over to the County Courts the exercise of Divorce jurisdiction. There were many present who were not aware of the amount of work done by the Law Society. He had been in the profession thirty-five years, but he had never known until the last twelve months during which he had been a member of its council, the extraordinary amount of work done by the society, and the extraordinary amount of time given up by the members of the council to that work. The man who took office as president must be prepared to practically give up everything else in order to properly fulfil the duties of the office.

Sir JOHN BIGHAM returned thanks. He claimed for the profession of the law the very front rank. It was a learned profession, it was an honest profession, and the day had gone by when an observation of that kind might raise a smile. It was, moreover, an honourable profession,

and if one looked not merely round this country but around the whole civilised world, it would be seen what an important position in each country the profession held. Let them look at France, at the United States, at Germany, and it would be found that in these countries lawyers played an important part in the business of the people. In connection with France, he would remind them only of two great names in recent times, Grévy and Waldeck Rousseau. And looking at America, they would remember that we had amongst us one of the brightest lights of the profession, Mr. Choate. If they went to Germany, a country that he knew fairly well, they would find that the leading lights in the Government of the day belonged to this great profession. And if they came nearer home and looked in our own country and at their own Government, they would see that there the profession held a very distinguished position. There were in the present Government Mr. Asquith, Mr. Haldane, Lord Morley, Lord Wolverhampton, and Mr. Lloyd George. They were all prominent members of the Government, and this shewed that what he had said was true—that the profession was not only learned, and it was not only honest, but it was also honourable. Turning for a moment to the subject upon which the Master had touched—namely, His Majesty's judges—he said that the judges were always the subject of a little sharp criticism. It was said by some, who, he thought, ought to know better, that they were lazy. Let him assure the meeting that it was not true. They worked hard, and he believed they worked well, and he agreed with the Master that instead of having less of them, they ought to have more of them. It did not do to hurry work upon the bench. He remembered the late Lord Chief Justice Coleridge saying to him that the art of a good judge was to send both litigants away from his court feeling satisfied, and that could only be done in one way—that was by listening to what each man had to say with a desire to appreciate the arguments which he put forward rather than to depreciate them, and if that was done, it took no doubt a little more time in the first instance, but in the long run it saved time, for it saved appeals. Therefore, let them not think the judges were lazy. They were doing their best, as they had done in the past, and he was quite sure they would continue to do their best in the future. Let them remember that it was on that profession that they had built their young hopes; it was in that profession that they had worked and earned success; and it was from that profession that they looked to the time when they should retire in peace, and, he hoped also, with honour.

The PRESIDENT OF THE LAW SOCIETY (Mr. W. H. Winterbotham) also returned thanks. He said he did not know what was the view generally taken of the Council of the Law Society. He thought that many took the view that its members were a number of old fossils who were only waiting for their dismissal, and that they were not inclined to look at reforms which were needful in the profession. He had one thing as a qualification as president of the Law Society—he had a profound and very sincere belief in the usefulness and value of their profession. He had also a very great belief in the future of that profession. He thought the future of the profession depended very largely upon themselves, and he believed that they had to live up to the times, and that they had to deal with questions that arose with what wisdom they possessed, and, if he might say so, they had to advance with the times. He had some knowledge of the great industries of the country, and had seen what great advances they had made during the last forty years, and the enormous changes which had taken place. He had seen many get poor and many get rich, and the enormous growth of trade which had taken place, and he had noticed that those who had done what the public required, who had made the article the public needed, and who had worked for the price the public wanted, had succeeded, and that those who had gone on in the old lines, saying the public might take what they had to give, had not succeeded. He thought there was much in their own professional work which was produced on these same lines. They had to justify their existence by supplying what was required. They must look to these things, and see that they did not get behind the age. The profession had some difficulties. There was no profession the members of which were brought up on the lines of their branch of the legal profession. Let them take the country articulated clerk, for example. He could start his work in the town or village in which he had been brought up. He could go through his preparation for his profession in that village. He had to come up to London to pass certain examinations, and he could succeed in that by his own reading and the assistance he could get in his own village, and without coming to London or any provincial centre for his education. After passing his examination he went to his own country town, and there remained. He never met his fellows in the profession, or got into contact with them. In the medical profession it was different, for the medical man could not complete his education without going to some centre, to some medical school, where he mixed with his fellows. He had a very strong feeling that this was a very weak point. Legal education in the office was very well and very necessary, but there ought to be a training and education in legal principles and studies which should be got at a school, and he thought this was of the very utmost importance to the profession throughout the country. He felt that societies such as this—and such societies he should like to see in every town in the United Kingdom—were of the very greatest value to the profession in that respect. There was nothing that maintained the professional spirit more than the meeting together of its members for various purposes. It was an enormous help in maintaining the honourable practice of the profession. Therefore, he should like to see similar societies not only in the City of London and in the great centres, but wherever there were a dozen solicitors practising in a town, who should combine for professional purposes. He believed

the company would be a great help to the Law Society—in fact, there would not be too much unity and combination between the members of the profession.

The final toast was "The Visitors," proposed by Mr. J. C. HOLMES (Junior Warden), the Rev. H. R. COOPER-SMITH, D.D. (Master of the Vintners' Company), returning thanks.

During the dinner a programme of music was performed by the Imperial Orchestra, and at dessert Miss Phyllis Lett, Miss Gwendoline Williams, Miss Audrey Richardson, and Mr. Lewis Lett gave a vocal and instrumental selection.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday :

LINCOLN'S INN.—J. A. G. Smith (certificate of honour, C.L.E., Hilary, 1908); Madhav Shankar Rao Pandit, B.A., and exhibition scholar of Jesus College, Oxford, honours in Oriental studies and in law, Baden Sanskrit scholar; Gonesh Datta, London University; A. N. C. Shelley, Worcester College, Oxford, B.A.; Maung Ba Dun; H. L. Beale, Trinity College, Cambridge, M.A.; C. C. Brown, Wadham College, Oxford, B.A.; C. R. Blake, Trinity College, Oxford, B.A.; Maung San Win, Peterhouse, Cambridge; Nagendra Nath Mukerjee, M.A., B.L., Calcutta, a Vakil of the High Court, Calcutta; Ardesir Pherozeshah Mehta, a Vakil of the High Court, Bombay; Ratilal Ghelabhai Munsif, Bombay University, B.A., LL.B., a Vakil of the High Court, Bombay; Maung Mya-U.

INNER TEMPLE.—F. W. Pearson, M.A., B.C.L., Oxford, certificate of honour, Michaelmas, 1909; G. Marsden, B.A., Oxford, certificate of honour, Hilary, 1910; R. V. Gwynne, Cambridge; W. P. Spens, B.A., Oxford; D. B. Nath, B.A., Cambridge; F. F. Newman, Oxford; E. St. J. Jackson, B.A., Oxford; W. G. Elmslie, B.A., LL.B., Cambridge; I. I. Rubinowitz, Oxford, and B.A., Montreal; H. L. M. Forster, B.A., Oxford; H. M. James, Cambridge; W. W. Morgan, B.A., LL.B., Cambridge; G. Williamson, Oxford, and B.A., Harvard; M. C. Thong Chuer, B.A., Oxford; H. W. Anderson, Cambridge; H. Atkins, B.A., Oxford; F. M. Maxwell, B.A., Oxford; H. Hosken, B.A., LL.B., Cambridge; H. E. Schwartz, B.A., Oxford; W. H. Gingell, A.K.C., London; R. B. Eber, B.A., Cambridge; J. H. Baines, B.A., Oxford; H. S. Fitzroy, B.A., LL.M., Cambridge; T. W. C. Carthew; H. L. Murphy, M.A., Dublin; and W. H. Benson-Baker, M.A., Oxford.

MIDDLE TEMPLE.—J. D. I. Hughes, Studentship and Certificate of Honour, C.L.E., Hilary Term, 1910; C. R. Cooke-Taylor, B.A., Oxford; Syed Abul Hassan; L. Pears; J. A. Lucie Smith; P. H. Morris; C. C. Roberts, B.A., Oxford; Sukadeva Prasad Varma, B.A., Calcutta; Keshari Prasad Sinha, B.A. Allahabad, B. Com. Manchester; W. V. Aldridge; J. Foreman; L. Freedman; J. H. Evans-Jackson; F. G. Enness; Patna Somanathan Vythilinga; H. C. G. Macindoe; C. T. Samman; Hormuaji Ardesir Vakil, B.A., LL.B., Bombay; J. M. R. Todd; and J. F. Eales.

GRAY'S INN.—E. Breggon, Certificate of Honour, C.L.E., Hilary Term, 1910; T. W. Langman, B.A. and Scholar, Jesus College, Oxford, Holt Scholar, Gray's Inn, 1904; J. W. De Silva, Proctor of the Supreme Court of Ceylon; J. R. Long, M.R.C.S., L.R.C.P., London, D.P.H., Oxford; Khabeeruddin Ahmed, Magdalene College, Camb.; C. F. C. Macaskie, Holt Scholar, Gray's Inn, 1906; T. B. W. Ramsay, M.A., LL.B., Edinburgh; A. E. Keuneman, B.A., LL.B., and Scholar Pemb. College, Camb., Joint Arden Scholar, Gray's Inn, 1910; Jiban Mohan Basu, M.A., B.Sc., Edinburgh; J. A. Chamberlain, Holt Scholar, Gray's Inn, 1908; J. Carey, B.A., London; Mir Fuzlai Ali; A. H. Ball; Thomas Bell; J. A. de Rozario, LL.B. (Honours), Edinburgh, B.A., Madras University, Lee Prizeman, Gray's Inn, 1909, member of the Un-covenanted Civil Service of India.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 11.—Chairman, Mr. G. C. Blagden.—The subject for debate was: "That the case of *Wing v. London General Omnibus Co.* (1909, 2 K. B. 652) was wrongly decided." Mr. Thornton B. Jones opened in the affirmative, Mr. R. D. L. Alexander seconded in the affirmative; Mr. Samuel Hands opened in the negative, Mr. W. H. L. Parry seconded in the negative. The following members continued the debate: Merest. Skeels, Leechman, Humphreys, Lemon, Vere Bass, W. S. Jones, S. J. Rubinstein, Mattingly, Callaher, Pleadwell, and Blackwell. The motion was lost by two votes.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.—Jan. 25.—Mr. Norris T. Foster (vice-president) in the chair.—The reports of the committee and treasurer were read and adopted, and a committee for the ensuing year elected, and other general business was transacted. The vice-president then delivered a highly interesting and instructive address dealing with the aims, studies, and character of law students. A hearty vote of thanks to the vice-president terminated the proceedings.

Practising English Lawyers Elected Members of the New Parliament.

(As announced up to Thursday Morning.)

BARRISTERS.

ADKINS, W. R. D., Midland Circuit.
ATHERLEY-JONES, L., K.C., North-Eastern Circuit.
ATTENBOROUGH, W. A., Midland Circuit.
BAKER, H. T., Western Circuit.
BARCLAY, Sir THOMAS, International Lawyer.
BATHURST, C., Chancery Bar, Oxford Circuit.
BEALE, W. P., K.C., Chancery Bar.
BOLAND, J. P., Chancery Bar.
BUTCHER, J. G., K.C., Chancery Bar.
CARSON, Sir E.
CAVE, G., K.C., Chancery Bar.
CAWLEY, H. T., Northern Circuit.
CLELAND, J. W.
COLEMAN, A., North-Eastern Circuit.
CRAIG, H. J., North-Eastern Circuit.
CRAIG, N. C., K.C., North-Eastern Circuit.
CRIPPS, Sir C. A., K.C., Midland Circuit.
DICKINSON, W. H., Parliamentary Draftsman.
DUKE, H. E., K.C., Western Circuit.
EVANS, Sir S., Solicitor-General.
GREENWOOD, G. G., Western Circuit.
GRIFFITHS, ELLIS J., North Wales Circuit.
GOULDING, E. A., Midland Circuit.
GWYNNE, R. S., Parliamentary Draftsman and South-Eastern Circuit.
HEMMERDE, E. G., K.C., Northern Circuit.
HOHLER, G. F., K.C., South-Eastern Circuit.
HALL, E. M., K.C., South-Eastern Circuit.
HUME-WILLIAMS, K.C., South-Eastern Circuit.
ILLINGWORTH, P. H., North-Eastern Circuit.
ISAACS, R., K.C.
JONES, Sir D. BRYNMOR, South Wales Circuit.
KINLOCH-COOKE, Sir C., Oxford Circuit.
LOW, Sir FREDK., K.C., South-Eastern Circuit.
LYTTELTON, A., K.C., Oxford Circuit.
MARTIN, J., K.C., Judicial Committee.
MCCURDY, C. A., Midland Circuit.
MORGAN, G. H.
MORGAN, J. LLOYD, K.C., South Wales Circuit.
NIELD, H., North-Eastern Circuit.
O'CONNOR, J., Western Circuit.
PICKERSGILL, E. H., London Sessions, Lord Mayor's Court.
POLLARD, Sir G. H., Northern Circuit.
POLLOCK, E. M., K.C., South-Eastern Circuit.
PRINGLE, W. M. R.
RAWLINSON, J. F. P., K.C., South-Eastern Circuit.
REMNANT, JAMES FARQUHAR.
ROBSON, Sir W. S., K.C., Attorney-General.
SALTER, A. C., K.C., Western Circuit.
SANDERSON, L., K.C., Northern Circuit.
SHORTT, E., North-Eastern Circuit.
SIMON, J. A., K.C., Western Circuit.
SMITH, F. E., K.C., Northern Circuit.
STAVELEY-HILL, H., Oxford Circuit.
TERRELL, H., K.C., South Wales Circuit.
THOMAS, ABEL, K.C., South Wales Circuit.
TOBIN, A. S., K.C., Northern Circuit.
VERNEY, F., Midland Circuit.
WILLIAMS, W. L., South Wales and Chester Circuit.
WORTLEY, the Rt. Hon. C. B. S., K.C., Northern Circuit.
YERBURGH, R. A., Northern Circuit.

SOLICITORS.

BULL, Sir W. J. (Bull & Bull), Essex-street, Strand, London.
DAWES, J. A. (Dawes & Son), Angel-court, Throgmorton-street, London.
EVANS, L. W. (Worthington, Evans, Daune, & Co.)
HOOPER, A. G. (Hoopers, Tanfield, & Fairbairn), Birmingham.
HILLS, J. W. (Hills, Godfrey, & Halsey), 23, Queen Anne's-gate, Westminster.
HINDLE, F. G. (Hindle & Son, Darwen).
LLOYD (GEORGE, Rt. Hon. D. (Lloyd George, Roberts, & Co.), London.
MIDDLEBROOK, W. (Scatherd & Co.), Leeds.
RADFORD, G. H. (Radford & Frankland), Chancery-lane, London.
RENDELL, A., Yeovil.
RUTHERFORD, W. W. (Rutherford), Liverpool and London.
THORNE, G. R. (G. R. Thorne & Haslam), Wolverhampton.
WHITE, Sir LUKE, Driffield.

At Plymouth, on Tuesday says the *Times*, John George Jackson, solicitor, already under committal to the assizes, was further charged with converting to his own use £45 entrusted to him by a client, and with uttering a forged mortgage of property to the Padatow Lodge of Foresters, Cornwall. The accused pleaded "Not guilty," and his solicitor said he thought he could satisfy the court that there was no justification for the charges. The hearing was adjourned.

Obituary.

Mr. J. Greenway.

Mr. John Greenway, solicitor, of Plymouth, died on Tuesday, after an illness extending over about eighteen months. He was born at Launceston, but his ancestors were a Devon family, who had been settled at Tiverton for many generations. He was educated at the Plymouth New Grammar School, and was admitted in 1854. He commenced practice at Plymouth, and ultimately became the head of the firm of Greenway & Sons, of that town. On the Bankruptcy Act, 1883, coming into force, Mr. Greenway was made the first Official Receiver of the district, and continued to discharge the duties of that office until 1897, when he resigned. He was Mayor of Plymouth in 1883, and at the conclusion of his year of office he was entertained at a complimentary banquet at the Guildhall, when he was presented with an illuminated address.

Legal News.

Appointment.

MR. JOHN CHARLES BROOKHOUSE, of Queen's House, 8 and 9, Queen-street, Cheapside, E.C., solicitor, commissioner for oaths, and perpetual commissioner, has been appointed a Commissioner of Deeds for the States of Maine, Wisconsin, and South Carolina, U.S.A. Mr. Brookhouse is already a Commissioner of Deeds for the State of Indiana, U.S.A. He was admitted in 1901.

Changes in Partnerships.

Admission.

Messrs. Beaumont & Croft, solicitors, of Gordon-chambers, 21, Bond-street, Leeds, have taken into partnership Mr. JOHN BEECROFT BEAUMONT, the son of the senior partner, to whom he has been articled. There will be no alteration in the name of the firm.

Dissolution.

WILLIAM JAMES BRADLEY and EDWARD DAVID KENT BUSBY, solicitors (Bradley & Co.), 4, Cullum-street, Fenchurch-street, London. Jan. 20. Such business will be carried on in the future by the said William James Bradley. [Gazette, Jan. 25.]

Information Required.

WILLIAM RICHARD PEACOCK, deceased.—Any solicitor consulted on any business in the month of June last, or subsequently, by William Richard Peacock, of Woodleigh, Norwood-road, Herne Hill, London, and a partner in the firm of Peacock Bros., of 51, Water-lane, Brixton, S.W., contractors, who died on the 6th of November last, is requested to communicate immediately with Robotham & Co., solicitors, Derby. Jan. 14.

ELIZABETH HURRELL.—Elizabeth Hurrell (widow), late of Wootton Fitzpaine, Charmouth, Dorset, formerly of Earl's Court, London, Redhill and Brighton, who died on the 31st of December, 1909. Any person having in his possession a will of the above-named Elizabeth Hurrell is requested to communicate with Pettiver & Parkes, 21, College-hill, London, E.C.

LOUIS BEALE, deceased.—Should anyone know of the existence of a will of Louis Beale (deceased), of 5, Prospect-hill, Walthamstow, please communicate with F. Beale, "Holmbrook," Cove, Farnborough, Hants.

C. E. MORSE, deceased.—Will the solicitors who acted for Major Charles Edward Morse, of America, in the matter of a claim, communicate with Messrs. Milne, Bury, & Lewis, 7, Mount-street, Manchester?

General.

Judge Smyly, at the Bow County Court, says the *Evening Standard*, told a story of an advertisement relating to a certain hair restorer. The advertisement contained two heads, one with luxuriant hair and the other perfectly bald. By some curious mistake the label "three months after using" was attached to the head which was perfectly bald. In the case before him, which showed that three letters dropped out of a tradesman's advertisement upon the curtain of a music-hall and made the advertiser's customers laugh at him, his honour allowed deduction of one month's rent.

We have received a copy of *Shaw's Tithe Rentcharge Tables for 1910*, by P. W. Millard, LL.B., F.S.S., of the Board of Agriculture and Fisheries (Shaw & Sons, price 1s.), being the seventy-fourth year of publication of these tables. The first table shows the value of any tithe rentcharge from 1d. upwards, while the second and third tables shew the yearly fluctuations in the prices of wheat, barley, and oats from 1836 to 1909, and in the value of tithe rentcharge from 1837 to 1910. Appended to the tithe rentcharge tables are tables of income tax at 9d., 1s., and 1s. 2d. in the £.

Mr. John Maurice Lloyd, barrister, of Stone-buildings, Lincoln's-inn, one of the most prominent workers for Colonel Pryce-Jones, the Unionist candidate for Montgomery Boroughs, was, says the *Times*, found dead this week in the ruins of Montgomery Castle. Mr. Lloyd had been busy about the polling stations during the early part of the day, and appeared extremely excited, but pessimistic. After recording his vote he went to the Castle ruins. A shot was afterwards heard, and Mr. Lloyd was found with his head completely shattered, and a borrowed gun lying by his side. Mr. Lloyd belonged to an old Montgomery family.

Friday, January 21, being the Grand Day of Hilary Term at Gray's-inn, the treasurer (Mr. Herbert F. Manisty, K.C.) and the Masters of the Bench entertained at dinner the following guests: His Excellency the Japanese Ambassador, the Right Hon. Sir Edward Fry, G.C.B., the Right Hon. the Master of the Rolls, the Right Hon. Sir John Edge, K.C., Sir Andrew Noble, Bart., K.C.B., Admiral Sir Reginald Henderson, K.C.B., Sir Francis Gould, the Master of Trinity Hall (Mr. E. A. Beck), the Archdeacon of London (the Ven. Archdeacon Sinclair, D.D.), Mr. Marcus Stone, R.A., and the Head Master of Westminster School (Dr. James Gow). The Benchers present, in addition to the treasurer, were: Lord Ashbourne, Mr. Henry Griffith, Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Edward Dicey, C.B., Mr. Barnard, K.C., Mr. Edward Clayton, K.C., Mr. W. J. R. Pochin, Mr. Arthur Gill, Mr. Vesey Knox, K.C., Mr. W. P. Byrne, C.B., Mr. J. W. McCarthy, and Mr. Montagu Sharpe, with the preacher, the Rev. R. J. Fletcher.

Professor Dicey, whose resignation of the Vinerian chair at Oxford, though not surprising after his length of service, is, says the *Law Quarterly Review*, widely regretted by his friends and colleagues, has published a farewell lecture in the *National Review* for December. It is on the most appropriate subject of Blackstone's Commentaries, and to our mind one of the learned author's best pieces of critical work. Full justice is done to Blackstone's merits, while it is explained why the Commentaries were disparaged by the law reformers of the succeeding generation, and also how their very success and literary brilliancy prevented any serious attempt, or at least any adequate one, to do Blackstone's work again for lawyers of the nineteenth century. There is only one small reservation we should make: Blackstone's ignorance of Roman law went sometimes beyond what can reasonably be excused in a Fellow of All Souls', having about him Doctors of Civil Law who could, with a few words of explanation, have saved him from elementary misunderstandings.

After *Masson Templier & Co. v. De Fries* (1909, 2 K. B. 831), says a writer in the *Law Quarterly Review*, we shall probably hear no more of "paraphernalia." Even in that case it was about as irrelevant to the issue as that "blessed word, Mesopotamia," but it served conveniently to darken counsel and mystify the jury until the Court of Appeal cleared the air by an illuminating judgment. The situation was one of everyday occurrence. A husband gives his wife money to buy herself dresses and other wearing apparel, which she does, and when she has finished with the things cuts them up for the children or makes, say, a patchwork counterpane out of them. One day a creditor gets judgment against the wife and seizes the dresses as separate property in execution. Thereupon the husband claims them as paraphernalia of the wife belonging to him, which he has permitted her to use, and a county court jury, befogged with the learning as to paraphernalia administered to them by the judge, finds that the dresses are paraphernalia, not the wife's separate property. This, legally speaking, was an impossible finding. Paraphernalia are—or were—a right given by the common law, not to a wife, but to a widow, in mitigation of the hardship of the rule which handed over to the husband all her personal chattels on marriage. Under the name of paraphernalia the law allowed her on her husband's death to keep for her own—as against her husband's executor—such apparel and ornaments suitable to her station as the husband had permitted her the use of during his life. He could not at common law give her, or contract that she should have, such things during his lifetime, for they would only re-vest in himself. The whirligig of time has brought about many changes, but none greater in law than in the relations between husband and wife. Yet through them all there runs a continuity. Paraphernalia was the first stage in the history of separate property. It has done its work, and may now be relegated to the "law's lumber room."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY	APPEAL COURT	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
DATE.	ROTA.	NO. 2.	JOYCE.	SWINFEN EADY.
Monday ...Jan. 31	Mr Church	Mr Sygne	Mr Bloxam	Mr Goldschmidt
Tuesday ...Feb. 1	Theod	Church	Farmer	Sygne
Wednesday ...2	Bloxam	Theod	Leach	Church
Thursday ...3	Farmer	Bloxam	Borror	Theod
Friday ...4	Leach	Farmer	Beal	Bloxam
Saturday ...5	Borror	Leach	Greswell	Farmer
DATE.	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
WARRINGTON.	NEVILLE.	PARKES.	EVES.	
Monday ...Jan. 31	Mr Borror	Mr Theod	Mr Leach	Mr Greswell
Tuesday ...Feb. 1	Beal	Bloxam	Borror	Goldschmidt
Wednesday ...2	Greswell	Farmer	Beal	Sygne
Thursday ...3	Goldschmidt	Leach	Greswell	Church
Friday ...4	Sygne	Borror	Goldschmidt	Theod
Saturday ...5	Church	Beal	Sygne	Bloxam

Circuits of the Judges.

The following Judges will remain in town: PHILLIMORE, J., BUCKNILL, J., SUTTON, J., and HAMILTON, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1910.	MIDLAND.	OXFORD.	WESTERN.	N. EASTERN.	S. EASTERN.	NORTHERN.	N. WALES.	S. WALES.
Commission Days.	L. O. J. of England (1) Darling, J. (2)	Grantham, J. (1) A. T. Lawrence, J. (2)	Lawrence, J. (1) Bray, J. (2)	Ridley, J. Mr. Commissioner Scruton, K.C.	Channell, J. (2) Jelf, J. (1)	Walton, J. (2) Mr. Commissioner Ivory, K.C. (1)	Pickford, J.	Lord Coleridge, J.
Tuesday Jan. 11			Devizes		Huntingdon			Haverfordwest
Friday 14			Dorchester		Cambridge		Welshpool	Lampeter
Saturday 15					Mon. Jan. 17			
Monday 17			Taunton		Ipswich		Dolgelly	Carmarthen
Tuesday 18					Fri. Jan. 21			
Wednesday 19					Appleby		Carnarvon	Brecon
Thursday 20					Carlisle			
Friday 21					Norwich			
Saturday 22					Thurs. Jan. 27		Beaumaris	Prestegyn
Monday 24					Lancaster		Ruthin	
Tuesday 25		Reading	Exeter 2		Chelmsford			
Thursday 27					Thurs. Feb. 3			
Saturday 29					Manchester 2		Mold	
Monday 31								
Tuesday Feb. 1					Hertford			
Wednesday 2	Bedford				Fri. Feb. 11			
Thursday 3		Oxford						
Friday 4			Winchester 2		Lewes			
Saturday 5					Fri. Feb. 15			
Monday 7		Northampton						
Tuesday 8		Worcester			Maidstone		Liverpool 2	
Wednesday 9		Leicester			Fri. Feb. 20			
Friday 11			Bristol 2					
Saturday 12					Guildford			
Monday 14		Gloucester			Fri. Mar. 4			
Tuesday 15								
Wednesday 16								
Friday 18								
Saturday 19								
Monday 21								
Tuesday 22								
Thursday 24								
Friday 25								
Saturday 26								
Monday 28								
Tuesday Mar. 1								
Friday 5								
Saturday 6								
Monday 8								
Tuesday 9								
Thursday 11								
Monday 13								
Tuesday 14								
Wednesday 15								

COURT OF APPEAL.

HILARY SITTINGS, 1910.

(Continued from page 221.)

- Anderson v Saunderson & Co ld appln of debts for judgt or new trial on appl from verdict and judgt, dated Nov 22, 1909, at trial before Mr Justice Darling and a special jury, Middlesex Dec 10
- In the Matter of The Arbitration Act, 1889, and In the Matter of an Arbitration between John Barker & Co ld and Beuveuisti Vidal appl of B Vidal from judgt of Justices Darling and Phillimore (Divisional Court), dated Dec 6, 1909 Dec 16
- The King (expte Segkome), Applicant v Earl of Crewe, KG, respnt appl of Segkome from judgt of the Lord Chief Justice and Justices Ridley and Darling (Divisional Court), dated Dec 14, 1909 (for Jan 18) Dec 16
- Perry v Millward and ors appln of pltf from judgt or new trial on appl from verdict and judgt, dated Dec 8, 1909, at trial before Mr Justice Pickford and a special jury, Birmingham Dec 18
- Clark, Williams & Co v London Graving Dock Co ld appln of debts for judgt or new trial on appl from verdict and judgt, dated Dec 10, 1909, at trial before Mr Justice Lawrence and a common jury, Middlesex Dec 20
- Maude v Lumb appln of debt for judgt or new trial on appl from verdict and judgt, dated Dec 2, 1909, at trial before Mr Justice Bucknill and a special jury, Leeds Dec 20
- Ann v Walker appln of debt for judgt or new trial on appl from verdict and judgt, dated Dec 10, 1909, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 20
- Vasunaras v Ellerman Lines ld appln of debts for judgt or new trial on appl from verdict and judgt, dated Dec 1, 1909, at trial before Mr Justice Bray and a special jury, Liverpool Dec 21
- Bentley v Norris appl of E Pilbrow from judgt of Mr Justice Sutton, without a jury, Middlesex, dated Nov 25, 1909 Dec 21
- Keates, Applicant v Lewis Merthyr Consolidated Collieries, respnt appl of Applicant from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated Dec 14, 1909 Dec 21
- Byatt and anr v Krieger Electric Carriage Syndicate ld appl of debts from judgt of Mr Justice Grantham and a special jury, Middlesex, dated Dec 16, 1909 Dec 22
- In the Matter of an Arbitration between Levy Bros and Knowles ld & Grossman et Cie appl of applicants from judgt of Mr Justice Bray, without a jury, Middlesex, dated Dec 1, 1909 Dec 22
- Kuller v Lucas and anr appl of pltf from judgt of Justices Darling and Pickford (Divisional Court), dated Dec 16, 1909 Dec 23

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

(With Nautical Assessors.)

(Final List.)

1909.

- Curran—1909—Folio 265 The Owners of the SS. Ince Bark and her cargo v The Owners of SS. Curran and her freight (damage) appl of debts from judgt of Mr Justice Bargrave Deane, dated July 31, 1909 Oct 27
- Rookwood—1909—Folio 189 The Owners of the SS. Young Fox v The Steamship Rookwood (damage) appl of pltf from judgt of The President, dated Oct 25, 1909 Nov 23
- Polynesians—1909—Folio 40 The Owners of SS. Djambi and ors v The Owners of Steamship Polynesians (damage) appl of debts from judgt of The President, dated Nov 5, 1909 Nov 23

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1908.

- In the Matter of an Arbitration between Messrs Enoch and Sons, Proprietors of St James' Hall and Vert Sinkins Concert Direction ld and In the Matter of the Arbitration Act, 1889 appl of Enoch & Sons from order of Mr Justice Coleridge, dated March 28, 1908 April 8 (s.o. liberty to apply to restore)
- Grant & Sons v Pickfords ld appl of debts from order of Mr Justice Ridley, dated May 1, 1908 (s.o. liberty to restore) April 12

1909.

- The King v Shann and ors appl of Wilson's Brewery ld from order of the Lord Chief Justice and Justices Darling and Bucknill (Divisional Court), mandamus dated Oct 25, 1909 Nov 8 Same v Same certiorari dated Oct 25, 1909 Nov 8
- Alexandra (Newport & South Wales) Docks & Ry Co v The Taff Vale Ry Co appl of pltf from order of Mr Justice Sutton, dated Nov 12, 1909 Nov 19
- Salaman v Lund appl of debt from order of Mr Justice Coleridge, dated Dec 7, 1909 Dec 11
- Hamilton v Hamilton appl of debt from order of Mr Justice Jelf, dated Dec 16, 1909 Dec 18
- D Centurini & Co v Higginbottom appl of debt from order of Mr Justice Jelf, dated Dec 16, 1909 Dec 20
- Carlton Illustrators v Coleman & Co ld appl of pltf from order of Mr Justice Jelf, dated Dec 14, 1909 Dec 22

Denny, Mott & Dickson ld v The Law Accident Insee Soc ld appl of Denny, Mott & Dickson from order of Mr Justice Lawrence, dated Dec 13, 1909 Dec 22

Ensign v Associated Newspapers ld appl of plttf from order of Mr Justice Phillimore, dated Dec 4, 1909 Dec 23

Charles Price & Co v Geo Jas Basley (trading, &c) appl of deft from order of Mr Justice Lawrence, dated Dec 13, 1909 Dec 23

Walker v The Provincial Homes Investment Co ld appl of plttf from order of Mr Justice Channell, dated Dec 14, 1909 Dec 23

Kent Coal Concessions ld v Duguid and ors appl of plttfs from order of Mr Justice Jelf, dated Dec 21, 1909 Dec 23

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1909.

Anderson and ors v Mayor, &c, of Pwllheli appl of respts from award of County Court (Carnarvonshire, Pwllheli), dated Aug 3, 1909 Aug 18

Kelly v Owners of Ship "Foam Queen" appl of applicant from award of County Court (Surrey, Southwark), dated Oct 26, 1909 Nov 9

Griga v The Owners of the Ship "Harelda" appl of applicant from award of County Court (Lancashire, Liverpool), dated Oct 22, 1909 Nov 10

Rayman v Fields appl of respt from award of County Court (Middlesex, Clerkenwell), dated Oct 22, 1909 (security ordered) Nov 12

Evans v Vickers, Sons & Maxim ld appl of respts from award of County Court (Yorkshire, Sheffield), dated Oct 7, 1909 Nov 16

Gilbey v The Great Western Ry Co appl of respts from award of County Court (City of London Court, Middlesex), dated Nov 8, 1909 Nov 16

Edwards v The Allyn Steel Tinplate Co ld appl of respts from award of County Court (Flintshire, Mold), dated Oct 29, 1909 Nov 18

Martin v Barnett appl of respt from award of County Court (Middlesex, Bow), dated Nov 2, 1909 Nov 23

Stevenson v Proprietors of the North Midland Inebriate Reformatory appl of respt from award of County Court (Yorkshire, Pontefract), dated Nov 3, 1909 Nov 23

Rice (widow) and anr v Owners of the Ship Swansea Vale appl of respts from award of County Court (Glamorganshire, Swansea), dated Nov 20, 1909 Nov 24

Sutton v The Great Northern Ry Co appl of respts from award of County Court (Hertfordshire, Hitchin), dated Nov 8, 1909 Nov 25

Hawkes v Richard Coles & Sons appl of respts from award of County Court (Middlesex, Bow), dated Nov 24, 1909 Nov 26

Birmingham Cabinet Manufacturing Co v Dudley appl of respt from award of County Court (Warwickshire, Solihull), dated Nov 8, 1909 Nov 27

Langley v Reeve appl of respt from award of County Court (Suffolk, Lowestoft) Nov 29

Jones v Ebbw Vale Steel, Iron and Coal Co ld appl of respts from award of County Court (Monmouthshire, Tredegar), dated Nov 9, 1909 Nov 30

Radcliffe v Pacific Steam Navigation Co appl of respts from award of County Court (Lancashire, Liverpool), dated Nov 18, 1909 Nov 30

Furness, Withy & Co v Bennett appl of respt from award of County Court (Middlesex, Bow), dated Nov 12, 1909 Dec 3

Simmons v The Heath Laundry Co appl of applicant from the award of County Court (Middlesex, Bloomsbury), dated Nov 19, 1909 Dec 8

Stanley v Rich appl of applicant from award of County Court (Somersetshire, Bridgwater), dated Nov 19, 1909 Dec 10

Davies v Rothwell appl of applicant from award of County Court (Cheshire, Birkenhead), dated Nov 23, 1909 Dec 13

Hancock v British Westinghouse Electric Co ld appl of respts from award of County Court (Lancashire, Salford), dated Dec 6, 1909 Dec 17

Barnabus v Bersham Colliery Co appl of respts from award of County Court (Denbighshire, Wrexham), dated Dec 2, 1909 Dec 22

N.B.—The above list contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to December 23, 1909.

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-RUSSIAN PLATINUM MINING CO, LTD.—Creditors are required, on or before Mar 17, to send in their names and addresses, and the particulars of their debts or claims, to Josiah Stevens, 63, Queen Victoria st, liquidator

BLACKBURN SHIP CO, LTD.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Edward John Baker, Billiter House, Billiter st, Mellows & Co, Fenchurch bldgs, solrs for the liquidator

CROWN OF GERMANY SHIP CO, LTD.—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Edward John Baker, Billiter House, Billiter st, Mellows & Co, Fenchurch bldgs, solrs for the liquidator

INGLEWOOD, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Edward George Brunker, 7, St Helen's pl, Minet & Co, St Helen's pl, solrs for the liquidator

JACKSON, JONES & CO, LTD.—Petn for winding up, presented Jan 17, directed to be heard at the County Court Hall, Bank st, Sheffield, Feb 3, at 2. Acson & Marriott, Nottingham, solrs to the petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 3

LONDON AND WESTMINSTER PUBLIC WORKS CONSTRUCTION CORPORATION, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to Lionel Rawlins Evans, 14, Queen Victoria st, liquidator

STOCK EXCHANGE AND BANKING CO, LTD (IN LIQUIDATION).—Creditors are required, on or before Feb 7, to send in their names and addresses, with particulars of their debts or claims, to Langton & Lepine, 12, Coleman st, liquidators

SWAZIE BORDERS, LTD (IN LIQUIDATION).—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to J. Durie Pattullo, 65, London wall, liquidator

WATFORD AGRICULTURAL HALL CO, LTD.—Creditors are required, on or before Feb 19, to send in their names and addresses, and the particulars of their debts or claims, to John Weall 38, High st, Watford. Sedgwick & Co, Watford, solrs for the liquidator

WEST END TRUST, LTD.—Petn for winding up, presented Jan 19, directed to be heard Feb 1. Fraser & Christian, Finsbury circus, solrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 31

WORLD MINERAL OIL PRODUCTS, LTD.—Petn for winding up, presented Jan 18, directed to be heard Feb 1. Cohen & Cohen, Finsbury circus, solrs for the petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 31

London Gazette.—TUESDAY, JAN. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

C. WALKIN, LTD.—Creditors are required, on or before Mar 10, to send their names and addresses, and the particulars of their debts or claims, to Norman Denis Grundy, 44, King William st, liquidator

CORDOVA AND NORTH WESTERN RAILWAY CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Frederick Arthur Kenfield, Salisbury House, London. Biechoff & Co, Gt Winchester st, solrs for the liquidator

CORNOCK AND NORTH WESTERN RAILWAY CO (1908), LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Ralph Wilson Worsley, Salisbury House, Biechoff & Co, Gt Winchester st, solrs for the liquidator

SALT ROYAL CO, LTD.—Petn for winding up, presented Jan 20, directed to be heard before the Court at Quay st, Manchester, on Feb 7, at 10. Bulsraig & Davis, Donington House, North st, Strand. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 5

SOCIÉTÉ DE L'ILE GLORIEUSE, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to F. W. Lord, liquidator, of Newson-Smith & Co, 37, Wallbrook

THOMAS SOMMER & SONS (LIVERPOOL), LTD.—Creditors are required, on or before Feb 28, to send in their names and addresses, with particulars of their debts or claims, to John Merrett Wade, 5, Fenwick st, Liverpool, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, JAN. 21.

BLACKFRIARS COLD STORAGE CO, LTD.

ROBERT SMITH & CO, LTD.

MINERALS EXPLORATION AND DEVELOPMENT SYNDICATE, LTD.

O'SULLIVANS, LTD.

BUSINESS CLUB OF LONDON, LTD.

S. CHOMER & CO, LTD.

OKERHOLT COLLIERY SYNDICATE, LTD.

LONDON AND WESTMINSTER PUBLIC WORKS CONSTRUCTION CORPORATION, LTD.

LIVERPOOL HENNESSEY FERRO-CONCRETE CONTRACTING CO, LTD.

WALTER LUCAS & SONS, LTD.

GRAIN ELEVATOR AND TRANSPORT CO, LTD.

ST. IVE'S MOTOR CAR CO, LTD.

FIJELL & CO, LTD.

MORRISON, INGRAM, & CO, LTD.

INGLEWOOD, LTD.

CLUB TRUST, LTD.

ANGLO-RUSSIAN PLATINUM MINING CO, LTD.

BRITISH BRASSIER MOTORS, LTD.

MATLOCK HOUSE HYDROPATHIC CO, LTD. (Reconstruction).

SUNLIGHT AND SAFETY LAMP CO, LTD.

A. B. SEDGICK, LTD.

SALT ROYAL CO, LTD.

SWAZIE BORDERS, LTD.

OPTIMA TIRES, LTD.

London Gazette.—TUESDAY, JAN. 25.

MILITARY INVENTIONS CO, LTD.

GEORGE THOMPSON (MANCHESTER), LTD.

BRITISH NEW GUINEA DEVELOPMENT CO, LTD.

W. SEYMOUR, LTD.

HARTFORD AND GRIFFIN LANE MILLS, LTD.

B. W. F. SEDGICK, LTD.

LAGUNA ESTANCIA CO, LTD.

SOCIÉTÉ DE L'ILE GLORIEUSE, LTD.

STIMMS MAGNETO CO, LTD.

MILLMAN HUNT & CO, LTD.

CRIPPING NORTON AND DISTRICT ELECTRIC LIGHT AND POWER CO, LTD

JACKSON JONES & CO, LTD

SILAS KEET, LTD

OLDURY STREET CONDUIITS, LTD

MERRIMAN, LTD

PORTMAN GARAGE AND TYRE CO, LTD

A provisional agreement has been entered into for the purchase by the Equity and Law Life Assurance Society of the assets and business of the National Reversionary Investment Co. (Limited), of Queen Victoria-street, E.C. The agreement is subject to confirmation by the shareholders of the vendor company.

The Property Mart.

Forthcoming Auction Sales.

Feb. 2.—Messrs. EDWIN FOX, BOUNFIELD, BURNETTS & BADDELEY, at the Mart, at 2: Leasehold Factory (see advertisement, back page, Jan. 16).

Feb. 3.—Messrs. H. E. FORSTER & CRAWFIELD, at the Mart, at 2: Absolute Reversions, Bonds, Shares, &c. (see advertisement, back page, this week).

Feb. 8.—Messrs. ROGERS & COATES, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 22).

Feb. 8.—Messrs. MILLERSON & RUSSELL, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 22).

Feb. 16.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Leasehold Warehouses and Trade Premises (see advertisement, back page, this week).

Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 31.

HALLAM, EPHRAIM, Romley, Chester Feb 25 Neill v His Majesty's Attorney-General, Neville, J Johnston, Stockport

London Gazette.—TUESDAY, Jan. 25.

BURNLEY, GEORGE, Heckmondwike, York, Merchant Feb 23 Iberson v Burnley, Joyce and Eve, J Gordon, Bradford
DREWELL, SOPHIE EMILIE MARIE, Weymouth st, Marylebone Feb 17 Nicholls v Hobbs and Wheatley, Swinfen Eady, J Hobbs, Gt Titchfield st
PARKER, FRANCIS, Manningham, Bradford, Commercial Traveller March 1 Sagar v Parker, Swinfen Eady, J Ratcliffe, Bradford

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 31.

BALL, HELEN MILDRED, Warminster, Wilts Feb 24 Crowther & Latimer, Plymouth
BULLOCK, JANE, Hook Heath, Woking, Surrey Feb 18 Burton & Co, Surrey st, Strand
BURCHELL, WILLIAM DANIEL, Thornbury, Glos, Carpenter Mar 21 Anstey, Bristol
BURNS, ARTHUR, Waterloo, nr Liverpool Mar 10 Reynolds & Reynolds, Liverpool
COLLINS, HARRIET, Old Trafford, nr Manchester Mar 8 Aird & Co, Brabant ct
COUCH, WILLIAM JOHN, Akeley, Schoolmaster Mar 8 Aird & Co, Brabant ct
COWIE, JANE, Broadstairs Feb 21 Becher, Bedford rd
DEANE, MARIA LOUISA, Reigate Feb 28 Mole & Co, Reigate
DELL, GEORGE JAMES, Halifax, Licensed Victualler Feb 22 Bailey, Halifax

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 31.

RECEIVING ORDERS.

ADAMS, JAMES WALTER, Blackfriars rd, Licensed Victualler High Court Pet Dec 23 Ord Jan 18
BAILEY, RHODA, Mansfield, Notts, Milliner Nottingham Pet Jan 18 Ord Jan 18
BALFOUR, FRANK, Padlock, Huddersfield, Warehouse- man Huddersfield Pet Jan 15 Ord Jan 15
BEADLE, W H, Chancery in High Court Pet Nov 30 Ord Jan 17
BORTHWICK, SOPHIE, Lancastergate High Court Pet Dec 21 Ord Jan 18
BRITTAIN, JOSHUA, Marple, Cheshire, Insurance Agent Stockport Pet Jan 18 Ord Jan 18
CARTER, HENRY, Lower Broughton, Salford Manchester Pet Jan 17 Ord Jan 17
CHAMBERS, GEORGE EDMUND, Boston, Fruiterer Boston Pet Jan 17 Ord Jan 17
CHARNNEY, G, Liverpool, Bag Agent Liverpool Pet Dec 31 Ord Jan 18
CLEMINSON, JEREMIAH, Jesmond, Newcastle on Tyne, Cycle Agent Newcastle on Tyne Pet Jan 18 Ord Jan 18
CLEW, CATHERINE ESMER, Chellaston, Derby Derby Pet Nov 29 Ord Jan 17
COLE, CHARLES H, Caledonian rd, Builder High Court Pet Nov 26 Ord Jan 17
COLLYER-ADAM, WILLIAM J, Bedford rd, Clapham, Doctor High Court Pet Dec 23 Ord Jan 14
CONNELL, ARTHUR, jun, Binbrook, Ropemakers Gt Grimsby Pet Jan 19 Ord Jan 19
DAY, H L, Four Marks, Medstead, Hants Winchester Pet Jan 5 Ord Jan 15
FAIRHURST, JOHN, Bolton, Draper Bolton Pet Jan 19 Ord Jan 19
FENNELL, E, & SONS, Pontypridd, Fishmongers Cardiff Pet Jan 6 Ord Jan 18
GELDART, THOMAS, Matlock, Derby, Commercial Traveller Derby Pet Jan 19 Ord Jan 19
GREENAN, ISRAEL, Pontypool, Jeweller Newport, Mon Pet Jan 18 Ord Jan 18
HOLLOWAY, SIDNEY REUBEN, Brewers Green, Wallington, Surrey, Flock Mattress Manufacturer Croydon Pet Jan 18 Ord Jan 18

JENNINGS, JAMES THOMAS, Strensall, Yorks, Potato Merchants' Traveller York Pet Jan 18 Ord Jan 18
JONES, CHARLES SAVORY, Greenwich, Builder Greenwich Pet Jan 18 Ord Jan 18
JONES, DAVID RHYS, Cadroxton, Barry, Glam, Grocer Cardiff Pet Jan 17 Ord Jan 17
JONES, RICHARD, Ouzledale, Barnoldswick, Yorks, Iron Founder Bradford Pet Jan 17 Ord Jan 17
LIGHTFOOT, HARRY, and JOHN EDWARD SMYTH, Liverpool, Grocers Liverpool Pet Jan 17 Ord Jan 17
MCINTOSH, HENRY STUART, Souththorpe, Tailor Great Grimsby Pet Jan 17 Ord Jan 17
MORGAN, THOMAS, Myrtle Hill, Gwauncagurwen, Glam, Labourer Neath Pet Jan 18 Ord Jan 18
PARKER, JOSEPH, Willenhall, Staffs, Press Tool Manufacturer Wolverhampton Pet Jan 19 Ord Jan 19
PARSONS, ALBERT CHARLES, Croydon, Fruit Merchant Croydon Pet Jan 17 Ord Jan 17
PENN, FRED, Southampton, Boot Retailer Southampton Pet Jan 19 Ord Jan 19
RICH, THOMAS, Leyton, Essex, Boot Dealer High Court Pet Dec 15 Ord Jan 19
SHEPHERD, WILLIAM HENRY, Carlton, Notts Nottingham Pet Jan 18 Ord Jan 18
SINDREY, ALFRED, Llanfarnham, Mon, Nurseryman Newport, Mon Pet Jan 18 Ord Jan 18
STEER, GEORGE BESSIE HUGH, Wellington, Salop, Tailor Shrewsbury Pet Jan 18 Ord Jan 18
SWANSON, JOHN, Bradford, Plumber Bradford Pet Jan 17 Ord Jan 17

RECEIVING ORDER RESCINDED.

BENNETT, MAURICE FILMER, Devonport High Court Pet Sept 11, 1909 Rec Ord Nov 30, 1909 Res: Jan 17, 1910

FIRST MEETINGS.

ADAMS, JAMES WALTER, Blackfriars rd, Licensed Victualler Feb 1 at 11 Bankruptcy bldg, Carey st
ADCOCK, JAMES, Canterbury, Builder Jan 29 at 11 Off Rec, 68A, Castle st, Canterbury
BANKS, ALFRED HOPE, Chiswick, Laundryman Jan 31 at 3 14, Bedford row
BEADLE, W H, Chancery in Jan 31 at 11 Bankruptcy bldg, Carey st
BLACKBURN, MARY, BAYROW in Furness, Fishmonger Jan 29 at 11.30 Off Rec, 16, Cornwallis st, Bayrow in Furness

DORSON, JOHN, East Dulwich, Artists' Brvah Maker Mar 1 Maitlands & Co, Knight- rider st
EASTWOOD, HENRY HOLT, Huddersfield, Woollen Manufacturer Feb 19 Wilmshurst & Sons, Huddersfield
FRANKS, JAMES, Martock, Somerset Feb 14 Marsh & Warry, Martock
GROVE, ROBERT, Birmingham Feb 17 Keene & Co, Seething in
HARRISON, JOSEPH, Sandale, Bolton, Cumberland, Yeoman Feb 23 Lawson, Wigton
JACO, ELIZA, Plymouth Feb 3 Rodd, East Stonehouse, Devon
JONES, JOHN ROBERT, Middleton, Lancs Feb 25 Hardicker, Manchester
JORDAN, HANNAH, New Brighton Jan 31 Hoskinson, Liverpool
LAWSON, TOM, Stapleford, Notts, Club Manager Feb 29 Travell, Nottingham
LEWIS, CHRISTOPHER GEORGE, Birmingham, Hairdresser Feb 14 Lowe & Sons, Birmingham
MILLER, MARY EMMA, Bournemouth Feb 18 Phillips, South st, Finsbury
MILLER, WILLIAM HENRY, Ealing Feb 19 Gresham & Co, Old Jewry chmbrs
NICHOLLS, ALFRED, Hayes, Kent, Corn Merchant Feb 21 Hodge, Bromley
PAGE, MARTHA ELLEN, Gt Yarmouth Feb 15 Burton & Sons, Gt Yarmouth
PALAIRET, ROWLAND, Westcliff on Sea, Essex March 1 White & Dobb, Bloomsbury sq
PEITMAN, SARAH ANN, Ramsgate Feb 28 Sankey, Margate
PACOTT, MARGARET MARIA, Cheltenham Feb 31 Mercer, Temple av
RICKETTS, FREDERICK, Cobourg st, Euston sq Feb 21 Garland & Co, Norfolk st, Strand
ROWE, JANE Feb 18 W & J Cooper, Preston
SHERTON, SIR GEORGE, Crawley, nr Perth, Western Australia Feb 25 W H & A G Herbert, Cork st, Burlington gds
SHORROCK, MARY, Fulwood, Lancs Feb 21 Shuttleworth & Dallas, Preston
SHORTHOUSE, SARAH, Moseley, King's Norton, Worcester Feb 19 Buller & Cross, Birmingham
SMITH, THOMAS HOULDSWORTH, Blackpool, Builder Feb 17 Read, Blackpool
SMITH, WILLIAM, Marsham st, Dealer in Curiosities Mar 7 Lovell & Co, Gray's inn sq
SURREY, EDWARD JOHN, Chedworth, Glos Feb 16 Winnett & Hatten, Gravesend
WILSON, JOHN, Farnham, Doctor Mar 1 Morten & Co, Newgate st
WATSON, JULIA HINDS, Romford Feb 28 Matthews & Co, Cannon st
WHITING, THOMAS, Kangaroo Hills, Queensland, Australia, Miner May 31 Queensland Trustees Ltd, Brisbane, Queensland
YATES, HENRY, Bramley Hill, Croydon Mar 19 Lincoln, Strand

BORTHWICK, SOPHIE, Lancaster gate Feb 1 at 12 Bankruptcy bldg, Carey st
BUNCE, WILLIAM, Weston Turville, Bucks, Poultry Breeder Jan 29 at 12 1, St Aldates, Oxford
CARTER, HENRY, Lower Broughton, Salford Jan 29 at 11 Off Rec, Byrom st, Manchester
CHAMBERS, GEORGE EDMUND, Boston, Linca, Fruiterer Feb 3 at 2.30 Off Rec, 4 and 6, West st, Boston
COLE, CHARLES H, Caledonian rd, Builder Jan 31 at 12 Bankruptcy bldg, Carey st, London
DAY, H L, Four Marks, Medstead, Hants Jan 29 at 11 Messrs Godwin & Co, Solicitors, St Thomas st, Winchester
DISNEY, WALTER GEORGE, Witham, Essex, Draper Jan 31 at 12 14, Bedford row
GARWELL, FRED, Skirbeck, Lincs, Dock Labourer Feb 3 at 2 Off Rec, 4 and 6, West st, Boston
HOLLOWAY, SIDNEY REUBEN, Wallington, Surrey, Flock Mattress Manufacturer Jan 31 at 11.30 132, York rd, Westminster Bridge
HUGHES, JOHN, Bwlchgwyn, Gaerwen, Anglesey, Farmer Jan 31 at 12 Crypt chmbrs, Eastgate row, Chester
JENNINGS, JAMES THOMAS, Strensall, Yorks, Potato Merchants' Traveller Feb 1 at 2.45 Off Rec, The Red House, Duncombe pl, York
JONES, RICHARD, Ouzledale, Barnoldswick, Yorks, Iron Founder Jan 31 at 11 Off Rec, 12, Duke st, Bradford
MANWELL, ERNEST ALFRED, Gt Grimsby, Pork Butcher Jan 29 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
MYERS, ROBERT, Durham, Joiner Jan 31 at 3 Off Rec, 3, Manor pl, Sunderland
PARKER, FRED, Heckford Park, Poole, Dorset, Market Gardener Jan 29 at 10.15 Off Rec, 68A, Castle st, Canterbury
PARSONS, ALBERT CHARLES, Croydon, Fruit Merchant Jan 31 at 12 182, York rd, Westminster Bridge
PENN, FRED, Southampton, Boot Retailer Jan 31 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
SHELTON, GEORGE WILLIAM LAUNDER, JAMES EDWIN SHELTON, and WILLIAM SHELTON, Wollaston, Northampton, Shoe Manufacturers Feb 2 at 11.30 Off Rec, The Parade, Northampton
SHEPHERD, JOHN HENRY, Ansdell, Lancs, Flour Merchant Jan 31 at 3 Off Rec, Byrom st, Manchester
STUART, WILLIAM BARNETT, Kingston upon Hull, Commercial Traveller Jan 29 at 11 Off Rec, York City Bank chmbrs, Lowgate Hull

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

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Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property. Settled by Counsel, will be sent on application.

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Good prices given for approved Securities.

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Upon Security of Life Interests, Reversions, &c.

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Upon first-class business or residential property considered.

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STAR LIFE ASSURANCE SOCIETY,

32, Moorgate Street, E.C.

J. DOUGLAS WATSON, F.I.A., Manager and Actuary.

Assets:

£6,500,000

PADGETT, WILLIAM HENRY, Kingston upon Hull, Clerk
Kingston upon Hull Pet Jan 20 Ord Jan 20
PARSONS, JOSHUA THOMAS, Birmingham, Hairdresser Bir-
mingham Pet Jan 22 Ord Jan 22
PATTINSON, RICHARD, Miffield, Yorks, Greengrocer Dew-
sbury Pet Jan 20 Ord Jan 20
RIMMER, WILLIAM, Southport, Carpet Salesman Liverpool
Pet Jan 22 Ord Jan 22
SMITH, ARTHUR S, Gracechurch st, Solicitor High Court
Pet Nov 9 Ord Jan 20
SOUTHERN, GEORGE, late HM Prison, Wormwood Scrubbs
High Court Pet Nov 18 Ord Jan 20
SOUTHERN, FREDERICK WALTER, Essendine mans, Maida
Vale, Musician High Court Pet Jan 20 Ord Jan 20
THOMAS, EVAN, Fenybank, Llandilofawr, Carmarthen,
Licensed Victualler Carmarthen Pet Jan 7 Ord
Jan 21
THOMPSON, ALBERT EDWARD, Birmingham, Coal Merchant
Birmingham Pet Jan 21 Ord Jan 21
VICARY, ALEXANDER CLAUD, Battle, Sussex, Cycle Dealer
Pet Jan 20 Ord Jan 20
WRIGHTMAN, W F, St Mary's rd, Walthamstow, Leather
Merchant High Court Pet Nov 29 Ord Jan 20
WEINER, SAMUEL, Alceyn Park, West Dulwich, Jeweller
High Court Pet Dec 10 Ord Jan 20

FIRST MEETINGS.

BAILEY, RHODA, Nottingham, Milliner Feb 2 at 11 Off
Rec, 4, Castle pl, Park st, Nottingham
BAKER, BENJAMIN, Hexham, Northumberland, Contractor
Feb 2 at 2.30 Off Rec, 30, Mosley st, Newcastle on
Tyne
BALFOUR, FRANK, Huddersfield, Warehouseman Feb 2
at 2.15 Law Society's Room, Huddersfield
BAYLEY, HENRY PUGHHOUSE, Sheffield, Carter Feb 3 at 12
Off Rec, Figtree ln, Sheffield
BENNETT, SUSANNAH, Newcastle on Tyne Feb 2 at 12.30
Off Rec, 30, Mosley st, Newcastle on Tyne
BOTLEY, ELIZABETH, Margate, Lodging House Keeper
Feb 2 at 10.30 Off Rec, 68a, Castle st, Canterbury
BRITAIN, JOSHUA, Marple, Cheshire, Insurance Agent
Feb 3 at 11 Off Rec, Castle chambers, 6, Vernon st,
Stockport
BULLOCK, THOMAS, Helnesford, Staffs, Painter Feb 2 at
12 Off Rec, Wolverhampton

CLIMESON, JEREMIAH, Newcastle on Tyne, Cycle Agent
Feb 2 at 12 Off Rec, 30, Mosley st, Newcastle on
Tyne
COLLYERS, ADAM WILLIAM J, Bedford rd, Clapham Feb 4
at 11 Bankruptcy bldgs, Carey st
CONNELL, ARTHUR, jun, Gt Grimsby, Journeyman Rope-
maker Feb 2 at 11 Off Rec, St Mary's chambers, Gt.
Grimsby
FAIRHURST, JOHN, Bolton, Draper Feb 2 at 11 19, Ex-
change st, Bolton
FEVRE, RALPH, Hexthorpe, nr Doncaster, Coal Dealer
Feb 3 at 11.30 Off Rec, Figtree ln, Sheffield
GALE, ALFRED, Pepps rd, New Cross, Builder Feb 2 at 11
Bankruptcy bldgs, Carey st
GELDART, THOMAS, Matlock, Derby, Commercial Traveller
Feb 2 at 12 Off Rec, 47, Bull st, Derby
HAWLEY, ARTHUR CHARLES, Peterborough, Draper Feb 4
at 11.40 Law Courts, Peterborough
HIPKIN, HERBERT, Shipley, Hairdresser Feb 3 at 3 Off
Rec, 12, Duke st, Bradford
JONES, CHARLES SAVORY, Greenwich rd, Builder Feb 2 at
11.30 132, York rd, Westminster Bridge
LEE, WILLIAM HENRY AMOS, Walsall, Baker Feb 3 at
12 Off Rec, Wolverhampton
MCINTOSH, HENRY STUART, Southorpe, Tailor Feb 3 at
10.30 Off Rec, St Mary's chambers, Great Grimsby
OXENFORD, ALFRED HENRY, Bridge st, Westminster Feb 2
at 12 Bankruptcy bldgs, Carey st
PADGETT, WILLIAM HENRY, Kingston upon Hull, Clerk Feb
2 at 11 Off Rec, York City Bank chambers, Lowgate,
Hull
PATTINSON, RICHARD, Miffield, Yorks, Greengrocer Feb 3
at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
PLATTEN, CHARLES HENRY ALFRED, Preston, Restaurant
Keeper Feb 2 at 11 Off Rec, 13, Winckley st,
Preston
POCOCK, EDDIE CHARLES MILTON, South Hartow, Builder
Feb 3 at 12 14, Bedford row
RICH, THOMAS, High rd, Leyton, Boot Dealer Feb 3 at 12
Bankruptcy bldgs, Carey st
SMITH, ARTHUR S, Gracechurch st, Solicitor Feb 3 at 1
Bankruptcy bldgs, Carey st
SOUTHERN, FREDERICK WALTER, Essendine mans, Maida
Vale, Musician Feb 2 at 11 Bankruptcy bldgs, Carey
st

SOUTHERN, GEORGE, late HM Prison, Wormwood Scrubbs
Feb 3 at 12 Bankruptcy bldgs, Carey st
STEER, GEORGE BERTIE HUGH, Wellington, Salop, Tailor
Feb 8 at 10 Off Rec, 22, Swan hill, Shrewsbury
WRIGHTMAN, W F, St Mary's rd, Walthamstow, Leather
Merchant Feb 2 at 1 Bankruptcy bldgs, Carey st
WEINER, SAMUEL, Hatton gdn, Wholesale Jeweller Feb 3
at 11 Bankruptcy bldgs, Carey st
WILKOTT, GEORGE WHITB, Ashwell, nr Baldock, Herts,
Builder Feb 2 at 11 Sun Hotel, Hitchin

ADJUDICATIONS.

ANICOW, ELIZA, Moston, nr Manchester Manchester
Pet Jan 22 Ord Jan 22
BAKER, THOMAS HENRY PARSONS, Gloucester Gloucester
Pet Jan 23 Ord Jan 22
BALL, JOHN, Highampton, Devon, Farmer Plymouth
Pet Jan 21 Ord Jan 21
BENNETT, SUSANNAH, Newcastle upon Tyne Newcastle
upon Tyne Pet Jan 21 Ord Jan 21
BOSTOCK, THOMAS, Stoke upon Trent, Plumber Stoke upon
Trent Pet Jan 22 Ord Jan 22
BRYANT, ALBERT EDWARD, and ALFRED JOHN FURBER,
Gloucester, Boot Factors Gloucester Pet Dec 21
Ord Jan 18
CAMPBELL, ROBERT CLEMENTS, Barry Dock, Outfit r
Cardiff Pet Jan 19 Ord Jan 19
DAY, HARRY, Medstead, Hants Winchester Pet Jan 5
Ord Jan 20
DION, SARAH ANN, Boston, Lincs Boston Pet Dec 16
Ord Jan 17
GALE, ALFRED, Pepps rd, New Cross, Builder High
Court Pet Jan 20 Ord Jan 20
HADATH, JOHN EDWARD GURBY, Chichele rd, Cricklewood
High Court Pet Nov 18 Ord Jan 19
HAWES, WALTER WAKELIN, Elmswell, Suffolk, Licensed
Victualler Bury St Edmund Pet Jan 20 Ord Jan 20
HELLERER, GUSTAV, Upper Thames st High Court Pet
Nov 30 Ord Jan 21
HIPKIN, HERBERT, Shipley, Hairdresser Bradford Pet Jan
20 Ord Jan 20
HOLLOWAY, SIDNEY REUBEN, Wallington, Surrey, Fluck
Manufacturer Croydon Pet Jan 18 Ord Jan 19
HUBBARD, THOMAS, Farnborough, Kent, Builder Croydon
Pet Dec 14 Ord Jan 18
HUNT, ARTHUR JOHN, Duke st, Charing Cross, Home
Agent High Court Pet Nov 21 Ord Jan 21
MARSHALL, TERRY, Dewsbury, Rag Merchant Dewsbury
Pet Jan 21 Ord Jan 21
MORGAN, THOMAS, Gwauncagurwen, Glam, Labourer
Neath Pet Jan 18 Ord Jan 21
MORRIS, GEORGE, Fladbury, Worcester Worcester Pet
Jan 21 Ord Jan 21
OXENFORD, ALFRED HENRY, Bridge st, Westminster
High Court Pet Jan 20 Ord Jan 20
PADGETT, WILLIAM HENRY, Kingston upon Hull, Clerk
Kingston upon Hull Pet Jan 20 Ord Jan 20
PARSONS, JOSHUA THOMAS, Birmingham, Hairdresser Bir-
mingham Pet Jan 22 Ord Jan 22
PATTINSON, RICHARD, Miffield, Greengrocer Dewsbury Pet
Jan 20 Ord Jan 20
PUDDY, ALBERT JOHN, Filton, Gloucester, Baker Bristol
Pet Jan 10 Ord Jan 20
RIMMER, WILLIAM, Southport Live-pool Pet Jan 22 Ord
Jan 22
SACKS, WOLF, Lloyd's av, South African Merchant High
Court Pet Sept 3 Ord Jan 20
SOUTHERN, FREDERICK WALTER, Essendine mans, Maida
Vale, Musician High Court Pet Jan 20 Ord Jan 20
VICKERY, ARMAND, Antin st, Balaize Park, Musician High
Court Pet Dec 23 Ord Jan 20

Telephone: 602 Holborn.

EDE, SON AND RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

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Companies (Consolidation) Act, 1908

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Serjeants' Inn).

Annual and other Returns Stamped and Filed.

Established 1821.

THE GUARDIAN ASSURANCE COMPANY, LIMITED,

HAS ACQUIRED THE BUSINESS OF THE

LAW GUARANTEE TRUST AND ACCIDENT SOCIETY, LIMITED,

in the following Departments:—

FIDELITY GUARANTEE, PERSONAL ACCIDENT, BURGLARY, DIRECT FIRE, CONSEQUENTIAL LOSS, AND GLASS.

SUBSCRIBED CAPITAL ...	£2,000,000	TOTAL FUNDS EXCEED ...	£6,400,000
PAID-UP CAPITAL ...	£1,000,000	TOTAL INCOME ...	£1,100,000

The acquisition of the important Fidelity Guarantee Department of the Law Guarantee Trust and Accident Society, Limited, places the "Guardian" in the front rank of Companies transacting Fidelity Insurance, and as its Bonds are accepted by the High Court and all Departments of the Government, it is in a position to deal promptly with all business offered to it.

Head Office—11, LOMBARD STREET, LONDON, E.C.

Law Courts Branch—21, FLEET STREET, LONDON, E.C.

Telephones—Central 8218; Holborn 445.

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